

USER'S GUIDE TO THE WORKBOOK

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

A Contracting Officer ...

This Workbook can be your tool for evaluating and documenting classroom and on-the-job training for officials designated as Representatives, Technical Representatives or Program Managers. . Keep one office copy of the Workbook for your own use. Provide a workbook for each designee.

In particular, see:

TAB B	“Guidelines For Training Contracting Officer Representatives, (COR).” This recommends goals and steps in training CORs.
TAB B1	“Instructions For Training Forms.” This conveys detailed instructions on suggested forms for evaluating and documenting an officials background and training.
TAB B2	“Background Interview.” You can use this form to interview prospective designees as the first step in designating an official as a COR. The interview's purpose is to pinpoint duties in which an official needs additional training. See TAB B1 for more details on the interview.
TAB B3	“Individual Summary Report.” Results of the background interview can be provided here. All areas indicating a lack of training or experience should be identified.
TAB B4	“Certificates of Course Completion: Place a copy of the Certificate(s) of Completion behind this Tab.
TAB C	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process and can serve as a tool for orienting newly designated officials.
TAB D1	“Units of Instruction By Title and Part.” This lists the Units of Instruction in the same order as the Procurement Process Charts. It is a handy aid for “looking up” any specific duty.
TABS D3-D6	Behind these tabs are Units of Instruction—one for each of 15 . If an official has never performed a duty, have the official read the related Unit as the starting point for on-the-job instruction. Each Unit of Instruction also has optional blocks to: <ul style="list-style-type: none">• Document the employee's on-the-job training in that duty, and• Certify completion of the on-the-job training assignments (see Tab B1 for more details on the use of these blocks).

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

A Designated Contracting Officer Representative

You can use this Workbook for one or more of the following purposes: As a guide to performing 15 Cor

In particular, see:

TAB B1	“Instructions For Training Forms.” This conveys detailed instructions on suggested forms for planning, scheduling, evaluating, and documenting your training.
TAB B2	“Background Interview.” Use this form to pinpoint duties in which you need additional classroom and on-the-job training. See TAB B1 for guidance on using this form to evaluate your prior training and experience.
TAB B3	“Individual Summary Report. You can use this form to identify needed and document coursework and on-the-job training..
TAB B4	“Certificates of Course Completion.” After you complete any acquisition-related course, you can put the Certificate of Completion behind this Tab.
TAB C	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process.
TAB D	Units of Instruction—one for each of 15 duties. Each Unit: <ul style="list-style-type: none">• States the duty and standard for performing it.• Lists all FAR sections that apply to performance of the duty.• Flowcharts the steps in performing the duty.• Provides a step by step, task by task breakdown of the duty.• Includes optional blocks to document your on-the-job training in that duty and certify your completion of that training.

TAB A: USER'S GUIDE TO THE WORKBOOK

IF YOU ARE:

An Educator or Instructor ...

This Workbook provides the essential foundation for developing instructional or educational materials for 15 Contract Management duties for CORs. In particular, see:

TAB C	“Procurement Process Charts.” These provide an overview of the Federal Procurement Process.
TAB D	Behind these tabs are the 15 Units, each corresponding to a Contract Management Duty. Each Unit represents a complete blueprint for training the duty, including a Terminal Learning Objective and related Enabling Objectives. (Note—Multi-Part Units have a separate Terminal Learning Objective for each Part.)

This Workbook is available to Educators and Instructors in electronic versions. Contact the Federal Acquisition Institute for more details.

Inquiries and Comments

We welcome any inquiries about this document and its potential uses, as well as any comments on technical accuracy and substance. The FAI address and phone number is:

Federal Acquisition Institute (VF)
Office of Acquisition Policy
General Services Administration
18th and F Streets NW
Washington DC 20405
202-501-2980

**GUIDELINES FOR
CONTRACTING OFFICER
REPRESENTATIVES**

TAB B GUIDELINES

TAB B GUIDELINES

I. GOAL OF TRAINING

Federal departments and agencies are developing comprehensive curricula to systematically develop skill at performing Contract Officer Representative (COR) duties and tasks. The goals of training, correspondingly, are to ensure that all newly hired or appointed COR:

1. Complete the curriculum required by the employing department or agency.
2. Apply and reinforce skills and knowledge learned in the classroom or through on-the-job work assignments..

II. SUGGESTED STEPS IN TRAINING CONTRACT SPECIALISTS

Step 1. Provide the employee with his or her own copy of this Workbook. Carefully review the “Instructions For Training Forms” (TAB B1) for detailed guidance on the forms suggested for the following steps.

Step 2. Interview the employee to determine his or her current proficiency at performing each of the 15 duties represented by “Units of Instruction” in the Workbook. Document the interview on the provided “Employee Interview” form (TAB B2). After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

Step 3. Prepare an Individual Summary Report. Use the report to identify duties that the employee is already competent to perform. An employee may not need on-the-job or classroom training in a duty if:

- The employee has performed the duty, and
- The employee's supervisor is satisfied that the employee can satisfactorily perform the duty.

Also use the interview to identify courses already completed by the employee as a basis for determining formal training needs.

Step 4. File copies of course completion certificates behind TAB B4 of the employee's copy of the Workbook.

Step 5. File documentation of on-the-job training..

Document completion of each OJT Unit on the forms for that Unit in TAB D of the employee's copy of the Workbook. Each Unit in TAB D has a Statement of Completion (or, in multi-Part Units, a separate Certification of completion for each Part). Record the evaluator's name, title, and date as indicated. Also ensure that the evaluator has documented the OJT assignment for that Unit (or the applicable Part or Parts) on the form(s) included with the Unit entitled “Documentation of OJT Assignments”.

Step 6. When the employee has completed all training in the IDP, consider awarding a certificate to the employee or otherwise provide recognition for this accomplishment.

INSTRUCTIONS FOR TRAINING FORMS

I. GS-1102 EMPLOYEE INTERVIEW (TAB B2)

A. Purpose.

The purpose of the Interview is to identify those duties for which Contracting Officer Representatives need additional training.

B. Description.

Exhibit 1 is an excerpt from the Employee Interview form.

EMPLOYEE INTERVIEW

Use this form to interview each Contract Officer Representative (COR) as the basis for preparing Individual Development Plans. After completing the form, file it behind TAB B2 of the employee's copy of the Workbook.

If the employee has not performed the duty, check NO and leave the other columns blank. If the employee has previously performed the duty, check YES and describe the work assignment or assignments which provided experience in performance of the duty.

UNIT	DUTY	COMPLETED PERFORMANCE		
		NO	YES	DESCRIBE ASSIGNMENT
2A	Purchase Requests —Prepare the purchase request (PR), obtain additional information and corrections to complete the PR			

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

Use the column headed “Describe Assignment” in Exhibit 1 above to record prior training, education, and experience which provided the skills, knowledge and abilities necessary to perform the duty. In describing the assignment, provide all facts necessary to support a determination on whether the employee needs additional on-the-job training.

The Employee Interview form also has fields to record the employee's past coursework. All successfully completed contracting related courses should be documented here with a description of the duties covered by the course(s).

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

II. INDIVIDUAL SUMMARY REPORT (TAB B3)

A. General.

Summarize an individuals acquisition-related training and experience here.

List courses that are planned for the employee. For each course, also list Units of Instruction from Tab D that represent duties covered in the course.

File the completed summary behind TAB B3 in the employee's copy of the Workbook.

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

III. COURSES (TAB B4)

File certificates of completion for IDP courses behind TAB B4.

IV. ON-THE-JOB UNITS OF INSTRUCTION (TAB D)

A. Description

The Federal Acquisition Institute has prepared 15 Units of Instruction for documenting the employee's on-the-job training. Each Unit of Instruction represents a duty or duties in which the Contracting Officer Representative generally should have some degree of proficiency.

B. On-the-Job (OJT) Units of Instruction

The Units of Instruction are presented and numbered in an order that parallels the sequence of events in the procurement process as followed by the COR. The Procurement Process Chart (TAB C) identifies the 15 duties by title.

C. Documenting OJT Assignments

Each Unit of Instruction includes one or more worksheets to record the employee's OJT assignment(s) and date(s) of completion. A sample of a completed OJT assignment is shown in Exhibit 5.

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

UNIT 3 PURCHASE REQUESTS

DOCUMENTATION OF OJT ASSIGNMENTS
<p>Description of Assignment:</p> <p><i>Task 1: Ms. Smith prepared a PR for 100 gear pullers and correctly identified 2 omissions and 5 deficiencies in the PR.</i></p> <p><i>Task 2: Ms. Smith prepared a record of her contact with the requiring activity. She met with Susan Jones, head of the requiring activity, and discussed what was needed before filling out the requisition.</i></p>
<p>Evaluation:</p> <p><i>After working with Ms. Jones, the PR assigned to Ms. Smith was complete and sufficient for the procurement.</i></p>
<p>Completion Date: <i>March 20, 1990</i></p>

Exhibit 5

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

E. Certifying completion of OJT Assignments

The first page or pages of each Unit of Instruction includes a form to certify completion of the OJT assignment(s) related to the Unit. A sample Certificate of Completion is shown in Exhibit 6. In the block for the evaluator, identify the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.

UNIT CERTIFICATION

Statement of Completion

J. Smith

has satisfactorily completed on-the-job training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Prepare the Purchase Request or

2. Obtain concurrences and approval

Conditions

Given Purchase Requests and the Guidelines For Reviewing Purchase Requests (Appendix 1)

Overall Standard(s)

Purchase requests, after review by the Contract specialist, contain all elements necessary to proceed with the procurement

Evaluator

V. Enterprise

Name

Supervisor

Title

March 22, 1990

Date

Exhibit 6

TAB B-1 INSTRUCTIONS FOR TRAINING FORMS

Some Units have multiple Parts. For these Units, a separate Certification block is provided for each Part. When the employee completes any assigned Part, the evaluator should at that time complete the Certification block without regard to the other Parts. A sample multi-Part Certification is shown in Exhibit 7. In the block for the evaluator, enter the name of the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.

UNIT 4 FUNDING

Certification for Part A: Funded Requirements

Duty	Determine if funds are available to commit the Government on a contractual action before solicitation.
Conditions	Given Purchase Requests and data on the market.
Overall Standard(s)	Correctly identify the type of funds provided, the period funds expire, and the amount of additional funds needed.
Evaluator	Name _____ <u>V. Enterprise</u> _____ Title <u>Supervisory Contract Specialist</u> ____ Date <u>March 27, 1991</u> _____

Certification for Part B: Additional Requirements

Duty	Determine whether to provide for additional requirements in the contract (e.g., through multiyear or option provisions and clauses).
Conditions	Given Purchase Requests and data on the market.
Overall Standard(s)	Select multiyear, option, or indefinite delivery clauses and/or provisions for the solicitation when such clauses and/or provisions would lower the expected cost to the Government of meeting additional requirements.
Evaluator	Name _____ Title _____ Date _____

Exhibit 7

BACKGROUND INTERVIEW

TAB B-2 BACKGROUND INTERVIEW

FORMAL CLASSROOM TRAINING				DATE COMPLETED & SOURCE
Course	Title	No	Yes	(MONTH/YEAR & NAME OF TRAINING FACILITY)

Initiating/Evaluating a Requirement

2A	Prepare Purchase Request Package. Identify probable requirements. Collect relevant data on current and potential suppliers, new or upgraded models, trends, problems with a prior similar requirement. Identify a strategy for yielding a better market response. Assist the contracting officer in determining the extent of competition. Provide any justifications for "other than full and open" competition. Prepare purchase request package. Develop the technical note for synopsis, if applicable. Recommend a bid schedule. Obtain necessary approvals. Obtain QA data for surveillance requirements if surveillance plan not available. Prepare a written plan. Prepare QAE Letters of Designation. Prepare a Government Cost Estimate. Develop an independent Government cost estimate and obtain a commitment of funds for the PR. Recommend providing for currently unfunded, prospective requirements, through such means as multiyear clauses (e.g., FAR 52.217-1), options, or Indefinite Quantity or Requirements contracts			
2B	Property Identify and correctly apply the policies and procedures related to this determination given the type of property at issue (e.g., material, special tooling and test equipment, facilities, or agency peculiar property). Identify and correctly apply the policies and procedures related to this determination, given the type of property at issue (e.g., special test equipment or facilities). Correctly determine whether the use of Government supply sources can be authorized. Authorize use when the supplies are necessary for timely contract performance			
2C	Requirements Prepare or review requirements documents and related aspects of the requirement (e.g., for the "Schedule"—UCF §B-H). Prepare or review statements of work and related aspects of the requirement (e.g., for the "Schedule"—UCF §B-H). Prepare or obtain justifications and approvals to acquire advisory and assistance services. Identify changes in statements of work necessary to avoid acquiring personal services. Safeguard source selection and proprietary information.			

Initiating Work Under The Contract

3	DEVELOP A COR WORKPLAN. Review the contract and related acquisition histories. Flag milestones related to assigned tasks. Prepare a workplan.			
4	Post-Award Orientations— Assist contracting officers in orienting contractors.			

TAB B-2 BACKGROUND INTERVIEW

FORMAL CLASSROOM TRAINING				DATE COMPLETED & SOURCE
Course	Title	No	Yes	(MONTH/YEAR & NAME OF TRAINING FACILITY)

Quality Assurance

5A	Monitor Monitor compliance with the Schedule (e.g., UCF §B-§H). Identify and report potential non-compliance with other business terms and conditions, such as with clauses on environmental protection, the Privacy Act, drug-free workplace requirements, and security requirements.			
5B	Monitor Costs — Review estimates of cost and time to complete. Select and recommend the best available alternative if the contractor will not be able to complete the work within the amount obligated.			
6	Property Administration — Inspect property prior to furnishing it. Arrange for delivery to the contractor. Monitor the contractor's use of the Government furnished property. Identify and report damage or misuse. Advise contracting officers on recovery or disposal.			
7	Inspection and Acceptance deliverables and prepare receiving reports, within delegated limits. <ul style="list-style-type: none"> •Verification/Audit <ul style="list-style-type: none"> -testing in accordance with clause -evaluate deliverables against contract requirement using -predetermined surveillance methods -prepare and forward finding to CO •Acceptance: report to included other documents <ul style="list-style-type: none"> •Rejection: contractor discrepancies •Reperformance 			
8	Contract Modifications — Document and resolve potential and actual problems. Identify, document, and report potential or actual problems (including reports on constructive changes) Determine the need to modify contracts; prepare purchase requests for modifications, including revised terms for the Schedule. Prepare technical evaluations (e.g., of the labor hours, materials, etc., incurred or proposed for the modification) of the contractor's proposal for the equitable adjustment; assist contracting officers with technical issues in negotiating modifications. Recommend whether to exercise an option and obtain the necessary commitment of funds.			
9	Delays — Assist contracting officers in determining whether delay is excusable.			
10	Stop Work — Determine the need to stop work; provide the contracting officer with any information related to preparing and issuing the stop work order. Determine when work can be restarted.			

TAB B-2 BACKGROUND INTERVIEW

FORMAL CLASSROOM TRAINING				DATE COMPLETED & SOURCE
Course	Title	No	Yes	(MONTH/YEAR & NAME OF TRAINING FACILITY)

11	Claims — Assist contracting officers in preparing findings of fact regarding technical issues in claims.			
12	Remedies — Identify contractual remedies (e.g., rejection of nonconforming deliverables) that the COR has authority to implement. Within limits of delegated authority, select and implement an appropriate remedy. Provide contracting officers with any information related to considering and implementing other remedies.			
13	Termination — Assist contracting officers in preparing the case for default and implementing default terminations. When in the Government's interest, recommend and justify termination for convenience. Assist contracting officers with technical issues in negotiating settlements.			

Payment

Payment — Verify contractor representations of deliverables received and accepted or progress made or , prior to issuance of payments against invoices.			
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Closeout

Closeout — Determine whether the contract is physically complete and whether other terms and conditions have been satisfied (e.g., return or disposition of Government property; disposition of classified materials). Complete any related forms, reports, and clearances.			
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INDIVIDAL SUMMARY REPORT

TAB B-3 INDIVIDUAL SUMMARY REPORT

CERTIFICATES OF COURSE COMPLETION

File certificates of course completion behind this Tab.

PROCUREMENT PROCESS CHARTS

The following pages present a flowchart of the Federal Procurement Process—detailing the phases, functions, and steps of that process. This chart represents our view on an ordering of duties and tasks for instructional purposes. The sequencing of functions or steps may vary from contract to contract. For example, some solicitations may be amended prior to the opening of proposals, as suggested by the flowchart, but others might not be amended until after the Government has begun to evaluate proposals. In the Contract Specialist Workbook, you will find a corresponding Unit of Instruction for every numbered step in the flowcharts.

However, please note that not every function or step applies to Contracting Officer Representatives.. CORs may be involved with only those functions shaded. The darker the shading the more likely the involvement. Each agency will need to identify the degree of COR involvement based on their manpower, mission and policies. The COR Chart of Duties follows and contains the 15 most essential functions and duties.

TAB C: THE PROCUREMENT PROCESS

PRESOLICITATION PHASE

Determination of Need	Initiating the Procurement	Analysis of Requirement	Sourcing
Determining Needs 1. Forecasting Requirements 2. Acquisition Planning	Processing the PR 3. Purchase Requests 4. Funding Market Research 5. Market Research	Analyzing Requirements 6. Specifications 7. Statements of Work 8. Services	Extent of Competition 9. Sources 10. Set-Asides 11. 8(a) Procurements 12. Competition Requirements 13. Unsolicited Proposals Selection Factors 14. Lease vs. Purchase 15. Price Related Factors 16. Technical Evaluation Factors Method and Plan for the Procurement 17. Method of Procurement 18. Procurement Planning

TAB C: THE PROCUREMENT PROCESS

SOLICITATION-AWARD PHASE

Solicitation	Evaluation— Sealed Bidding	Evaluation— Negotiation	Award
Terms and Conditions	Bid Evaluation	Proposal Evaluation	Selection for Award
19. Contract Types	30. Processing Bids	35. Processing Proposals	46. Mistakes in Offers
20. Letter Contracts	31. Bid Acceptance Periods	36. Technical Evaluation	47. Responsibility
21. Contract Financing	32. Late Offers	37. Price Objectives	48. Subcontracting Requirements
22. Use of Government Property and Supply Sources	33. Bid Prices	38. Cost and Pricing Data	49. Preparing Awards
23. Need For Bonds	34. Responsiveness	39. Audits	Executing Awards
24. Solicitation Preparation		40. Cost Analysis	50. Award
Soliciting Offers		41. Evaluating Other Terms and Conditions	51. Debriefing
25. Publicizing Proposed Procurements		42. Competitive Range	Protests
26. Preaward Inquiries		Discussions	52. Protests
27. Prebid/Preproposal Conferences		43. Factfinding	Fraud and Exclusion
28. Amending Solicitations		44. Negotiation Strategy	53. Fraud and Exclusion
29. Cancelling Solicitations		45. Conducting Negotiations	

TAB C: THE PROCUREMENT PROCESS

POST-AWARD ADMINISTRATION PHASE

Start-Up	Quality Assurance	Payment and Accounting	Closeout, Modifications, Terminations, & Claims
Planning 54. Contract Administration Planning 55. Post-Award Orientations	Monitoring and Problem Solving 58. Monitoring, Inspection, and Acceptance 59. Delays 60. Stop Work 61. Remedies	Payment 64. Limitation of Costs 65. Payment 66. Unallowable Costs 67. Assignment of Claims 68. Collecting Contractor Debts 69. Progress Payments 70. Price and Fee Adjustments	Closeout 74. Closeout
Ordering 56. Ordering Against Contracts and Agreements	Property 62. Property Administration	Accounting 71. Accounting and Cost Estimating Systems 72. Cost Accounting Standards 73. Defective Pricing	Contract Modification Modifications/Options 75. Contract Modifications
Subcontracting 57. Consent to Subcontracts	Reporting Performance Problems 63. Reporting Performance Problems		Termination 76. Termination 77. Bonds
			Claims 78. Claims

TAB C: THE PROCUREMENT PROCESS

COR CHART OF ACQUISITION-RELATED DUTIES

Initiating the Procurement	Start-Up	Quality Assurance	Terminations, Claims, Payment & Closeout
Preparing the PR 2A. Purchase Request 2B. Government Property 2C. Requirements	Planning 3. Contract Administration Planning 4. Post-Award Orientations	Monitoring , Inspection & Acceptance 5. Monitoring, 6.. Property Adminis- tration 7. Inspection, and Acceptance Contract Modification Modifications/Options 8. Contract Modifica- tions Problem Solving 9. Delays 10. Stop Work 11. Remedies	Termination 12. Termination Claims 13. Claims Payment 14. Payment Closeout 15. Closeout

Note: The first unit covers Orientation: Goals, Roles, etc. and is not a “duty”

CONTRACT MANAGEMENT UNITS OF INSTRUCTION

(Training Blueprints)

FEDERAL ACQUISITION INSTITUTE

TAB D CONTRACT MANAGEMENT UNITS OF INSTRUCTION

UNITS OF INSTRUCTION BY TITLE AND PART

The following pages list the Contract Management Unit of Instructions in order, from Unit 1 (Forecasting Requirements) to Units 78 (Claims) and 79 (Orientation).

These Units of Instruction are based on the 1989 edition of the Contract Management Training Blueprints, published by the Federal Acquisition Institute. For each Unit, the far right column on the following pages provides a cross-reference to the corresponding 1989 Blueprint.

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

<i>Number</i>	UNITS	<i>1989 Blueprint</i>
1	FORECASTING REQUIREMENTS	1
2	ACQUISITION PLANNING	2.2
3	PURCHASE REQUESTS	3.1
4	FUNDING A. Funded requirements. B. Additional requirements.	5
5	MARKET RESEARCH	6.2
6	SPECIFICATIONS	3.2
7	STATEMENTS OF WORK	3.3
8	SERVICES A. Authority to purchase services. B. Service Contract Act wage determinations.	3.4
9	SOURCES A. Required sources. B. Commercial source lists. C. Qualified bidders, manufacturers, and products lists. D. Special standards of responsibility E. Interagency acquisitions under the Economy Act.	6.1
10	SET ASIDES	8.1
11	8(a) PROCUREMENTS	8.3
12	COMPETITION REQUIREMENTS	7.1
13	UNSOLICITED PROPOSALS	7.2
14	LEASE VS. PURCHASE A. Soliciting offers to lease. B. Evaluating offers to lease.	9.2
15	PRICE RELATED FACTORS	4.2A&B
16	TECHNICAL EVALUATION FACTORS	4.1
17	METHOD OF PROCUREMENT	9.1
18	PROCUREMENT PLANNING A. Planning the procurement. B. Planning a formal source selection.	2.1 & 4.2C
19.1	SELECTING THE TYPE OF CONTRACT TO SOLICIT	10.1
19.2	SOLICITING T&M/LH CONTRACTS	10.2
19.3	ESTABLISHING AGREEMENTS A. Basic Ordering Agreements. B. Basic Agreements.	10.3
19.4	SOLICITING INDEFINITE DELIVERY CONTRACTS A. Definite Quantity. B. Indefinite Quantity.	10.4

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

<i>Number</i>	UNITS	<i>1989 Blueprint</i>
	C. Requirements.	
19.5	SOLICITING FIXED PRICE CONTRACTS	10.5
	A. Firm Fixed Price Contracts.	
	B. Fixed Price Contracts with Economic Price Adjustment.	
	C. Fixed Price Incentive Contracts.	
	D. Fixed Price Award Fee Contracts.	
	E. Fixed Price with Prospective or Retroactive Price Redetermination Contracts.	
	F. Firm Fixed Price—Level Of Effort Contracts.	
19.6	SOLICITING COST TYPE CONTRACTS	10.6
	A. Cost Plus Fixed Fee Contracts.	
	B. Cost Plus Incentive Fee Contracts.	
	C. Cost Plus Award Fee Contracts.	
	D. Cost—No Fee & Cost Sharing Contracts.	
20	LETTER CONTRACTS	28
21	CONTRACT FINANCING	11
	A. Providing for financing in the solicitation.	
	B. Evaluating offers contingent upon financing.	
22	USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES	48.1
	A. Government furnished property.	
	B. Government sources of supply.	
23	NEED FOR BONDS	49A
24	SOLICITATION PREPARATION	12
	A. Preparing IFBs.	
	B. Preparing RFPs.	
25	PUBLICIZING PROPOSED PROCUREMENTS	13
26	PREAWARD INQUIRIES	14
	A. Inquiries about IFBs.	
	B. Inquiries about RFPs.	
	C. FOIA requests.	
27	PREBID/PREPROPOSAL CONFERENCES	15
28	AMENDING SOLICITATIONS	16
29	CANCELLING SOLICITATIONS	16.2
	A. Cancellation of IFB before opening.	
	B. Cancellation of IFB after opening.	
	C. Cancellation of RFP.	
30	PROCESSING BIDS	17.1
31	BID ACCEPTANCE PERIODS	17.2
32	LATE OFFERS	17.3

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

<i>Number</i>	UNITS	<i>1989 Blueprint</i>
33	BID PRICES	17.4
34	RESPONSIVENESS	17.5
35	PROCESSING PROPOSALS	20.1
36	TECHNICAL EVALUATION	20.2
37	PRICE OBJECTIVES	21
38	COST AND PRICING DATA	20.3
39	AUDITS	20.4
40	COST ANALYSIS	22
41	EVALUATING OTHER TERMS AND CONDITIONS	
42	COMPETITIVE RANGE	24
43	FACTFINDING	23
44	NEGOTIATION STRATEGY	25
45	CONDUCTING NEGOTIATIONS	26
46	MISTAKES IN OFFERS	18
	A. Pre-award mistakes in bids.	
	B. Pre-award mistakes in proposals.	
	C. Post-award mistakes in offers.	
47	RESPONSIBILITY	19
48	SUBCONTRACTING REQUIREMENTS	47.1
	A. Establishing subcontracting requirements.	
	B. Evaluating subcontracting plans.	
	C. Make-Or-Buy programs.	
49	PREPARING AWARDS	27
	A. Make final award decision in sealed bidding.	
	B. Make final award decision in competitive negotiations.	
50	AWARD	29
51	DEBRIEFING	30
52	PROTESTS	31
	A. Agency protests.	
	B. Protests to GAO	
	C. Protests to the GSBGA	
	D. Protests to the courts.	
	E. Protests to SBA of eligibility for a set-aside.	
	F. Protests of Walsh-Healey eligibility.	
53	FRAUD AND EXCLUSION	50A
54	CONTRACT ADMINISTRATION PLANNING	33

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

<i>Number</i>	UNITS	<i>1989 Blueprint</i>
55	POST-AWARD ORIENTATIONS	32
56	ORDERS AGAINST CONTRACTS AND AGREEMENTS A. Orders against Federal Supply Schedules and other indefinite delivery contracts. B. Orders under Basic Ordering Agreements.	34
57	CONSENT TO SUBCONTRACTS A. Consent requirements. B. To consent or not to consent.	47.2
58	MONITORING, INSPECTION, AND ACCEPTANCE A. Compliance with the Schedule. B. Compliance with other terms and conditions. C. Compliance with subcontracting plans.	36
59	DELAYS	37
60	STOP WORK	38
61	REMEDIES A. Selection of remedies. B. Cure or show cause notices. C. Liquidated damages. D. Rejecting nonconforming deliverables. E. Written warranty. F. Implied warranty. G. Fraud, gross mistake, or latent defect.	39
62	PROPERTY ADMINISTRATION	48.2
63	REPORTING PERFORMANCE PROBLEMS	50B
64	LIMITATION OF COSTS	41.1
65	PAYMENT A. Payment against invoices. B. Payment of indirect costs.	41.2
66	UNALLOWABLE COSTS	41.3
67	ASSIGNMENT OF CLAIMS	41.4
68	COLLECTING CONTRACTOR DEBTS	41.5
69	PROGRESS PAYMENTS	41.6
70	PRICE AND FEE ADJUSTMENTS A. Economic price adjustments. B. Incentive price adjustments. C. Award fee adjustments. D. Incentive fee adjustments. E. Price redeterminations.	41.7
71	ACCOUNTING AND ESTIMATING SYSTEMS A. Accounting systems.	43

TAB D-1 UNITS OF INSTRUCTION BY TITLE AND PART

<i>Number</i>	UNITS	<i>1989 Blueprint</i>
	<ul style="list-style-type: none"> B. Cost estimating systems. C. Financial condition. 	
72	COST ACCOUNTING STANDARDS <ul style="list-style-type: none"> A. Determining applicability. B. Reviewing disclosure statement. 	44
73	DEFECTIVE PRICING	45
74	CLOSEOUT	42
75	CONTRACT MODIFICATIONS <ul style="list-style-type: none"> A. Modifications. B. Exercising options. C. Extraordinary contractual actions. 	35
76	TERMINATION <ul style="list-style-type: none"> A. Determine whether to terminate for convenience or default. C. Terminating for convenience. B. Terminating for default. 	40
77	ADMINISTERING BONDS	49B
78	CLAIMS	46
79	ORIENTATION	51

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

<i>1989 Blueprint</i>	<i>Number</i>	UNITS
New	41	EVALUATING OTHER TERMS AND CONDITIONS
1	1	FORECASTING REQUIREMENTS
2.1 & 4.2C	18	PROCUREMENT PLANNING
2.2	2	ACQUISITION PLANNING
3.1	3	PURCHASE REQUESTS
3.2	6	SPECIFICATIONS
3.3	7	STATEMENTS OF WORK
3.4	8	SERVICES
4.1	16	TECHNICAL EVALUATION FACTORS
4.2A&B	15	PRICE RELATED FACTORS
5	4	FUNDING
6.1	9	SOURCES
6.2	5	MARKET RESEARCH
7.1	12	COMPETITION REQUIREMENTS
7.2	13	UNSOLICITED PROPOSALS
8.1	10	SET ASIDES
8.3	11	8(a) PROCUREMENTS
9.1	17	METHOD OF PROCUREMENT
9.2	14	LEASE VS. PURCHASE
10.1	19.1	SELECTING THE TYPE OF CONTRACT TO SOLICIT
10.2	19.2	SOLICITING T&M/LH CONTRACTS
10.3	19.3	ESTABLISHING AGREEMENTS
10.4	19.4	SOLICITING INDEFINITE DELIVERY CONTRACTS
10.5	19.5	SOLICITING FIXED PRICE CONTRACTS
10.6	19.6	SOLICITING COST TYPE CONTRACTS
11	21	CONTRACT FINANCING
12	24	SOLICITATION PREPARATION
13	25	PUBLICIZING PROPOSED PROCUREMENTS
14	26	PREAWARD INQUIRIES
15	27	PREBID/PREPROPOSAL CONFERENCES
16	28	AMENDING SOLICITATIONS
16.2	29	CANCELLING SOLICITATIONS
17.1	30	PROCESSING BIDS
17.2	31	BID ACCEPTANCE PERIODS

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

<i>1989 Blueprint</i>	<i>Number</i>	UNITS
17.3	32	LATE OFFERS
17.4	33	BID PRICES
17.5	34	RESPONSIVENESS
18	46	MISTAKES IN OFFERS
19	47	RESPONSIBILITY
20.1	35	PROCESSING PROPOSALS
20.2	36	TECHNICAL EVALUATION
20.3	38	COST AND PRICING DATA
20.4	39	AUDITS
21	37	PRICE OBJECTIVES
22	40	COST ANALYSIS
23	43	FACTFINDING
24	42	COMPETITIVE RANGE
25	44	NEGOTIATION STRATEGY
26	45	CONDUCTING NEGOTIATIONS
27	49	PREPARING AWARDS
28	20	LETTER CONTRACTS
29	50	AWARD
30	51	DEBRIEFING
31	52	PROTESTS
32	55	POST-AWARD ORIENTATIONS
33	54	CONTRACT ADMINISTRATION PLANNING
34	56	ORDERS AGAINST CONTRACTS AND AGREEMENTS
35	75	CONTRACT MODIFICATIONS
36	58	MONITORING, INSPECTION, AND ACCEPTANCE
37	59	DELAYS
38	60	STOP WORK
39	61	REMEDIES
40	76	TERMINATION
41.1	64	LIMITATION OF COSTS
41.2	65	PAYMENT
41.3	66	UNALLOWABLE COSTS
41.4	67	ASSIGNMENT OF CLAIMS
41.5	68	COLLECTING CONTRACTOR DEBTS

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

<i>1989 Blueprint</i>	<i>Number</i>	UNITS
41.6	69	PROGRESS PAYMENTS
41.7	70	PRICE AND FEE ADJUSTMENTS
42	74	CLOSEOUT
43	71	ACCOUNTING AND ESTIMATING SYSTEMS
44	72	COST ACCOUNTING STANDARDS
45	73	DEFECTIVE PRICING
46	78	CLAIMS
47.1	48	SUBCONTRACTING REQUIREMENTS
47.2	57	CONSENT TO SUBCONTRACTS
48.1	22	USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES
48.2	62	PROPERTY ADMINISTRATION
49A	23	NEED FOR BONDS
49B	77	ADMINISTERING BONDS
50A	53	FRAUD AND EXCLUSION
50B	63	REPORTING PERFORMANCE PROBLEMS
51	79	ORIENTATION

TAB D-1A CROSS REFERENCE—1989 BPs TO UNITS

<i>1989 Blueprint</i>	<i>Number</i>	UNITS
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ORGANIZATION AND FORMAT

TAB D-2 ORGANIZATION AND FORMAT

The following is a section by section description of a typical Unit of Instruction. The # sign refers to the number of the Unit (e.g., 64, which is the # for the Unit on **Limitation Of Costs**). The cited page numbers may vary from Unit to Unit.

<i>Section</i>	<i>Page</i>	<i>Purpose</i>
Title	#-1	Identifies the Unit by the title and #. Also identifies the Contract Management Training Blueprint (1989 edition) on which the Unit is based. The date indicates when the Unit as a whole was last revised.
Statement of Completion	#-1	When using this Workbook for on-the-job training, enter the employee's name after the employee has satisfactorily performed the duties and related tasks of the Unit.
Duty, Conditions, and Standard(s).	#-1	<p>Prescribes the Action that students should be able to perform at the end of training, the Conditions under which the student can be expected to perform, and a Standard for assessing performance. Together, these three elements constitute the Terminal Learning Objective for the Duty (or Part).</p> <p>Whether in the classroom or on-the-job, the trainer's or educator's goal should be to accomplish this Terminal Learning Objective. And trainers or educators should be judged primarily by their effectiveness in realizing this goal.</p>
Evaluator	#-1	When using this Workbook for on-the-job training, enter the name of the supervisor or other management official who assigned, supervised, and evaluated the OJT assignment.
Documentation of OJT Assignment(s)	#-2	When using this Workbook for on-the-job training, use this form to document the work assignment, rotational assignment, special project, or practicum that provided the employee with an opportunity to practice performance of the duty.
FAR Citations	#-3	Lists references to related sections in the Federal Acquisition Regulation (FAR). Space is provided to enter citations from the applicable FAR Supplement and other policy guidelines.
Other KSA's	#-3	Identifies related knowledges, skills, and abilities.

TAB D-2 ORGANIZATION AND FORMAT

<i>Section</i>	<i>Page</i>	<i>Purpose</i>
Flowchart	#-4	<p>Visually depicts steps and decision points in performing the duty. The number or numbers in each box correspond to the Tasks described on pages #-5 and following. A block in the flowchart may combine a number of Tasks (e.g., Tasks 2-4).</p> <p>When a Unit has been divided into a number of parts (e.g., Part A, Part B, and Part C), the Unit generally includes a separate flowchart for each Part positioned on the page immediately preceding the Part.</p>
Tasks	#-5	<p>Presents steps in performing the duty, in order of instruction. Trainees should learn each step in turn and also be provided with in-class and on-the-job practice in performing the more critical steps.</p> <p>The steps have been sequenced for the purpose of accomplishing the Terminal Learning Objective of the Unit or Part. These are not necessarily all the steps or the best sequence of steps for any given on-the-job assignment.</p>
Related Standards	#-5	Provides standards for learning each step and/or additional instructions. Each task and its related standard together comprise an "Enabling Objective."
Appendices	NA	Some Units have been appended with additional checklists or guidelines.

TAB D-2 ORGANIZATION AND FORMAT

PRESOLICITATION UNITS

Determination of Need	Initiating the Procurement	Analysis of Requirement	Sourcing
<p>Determining Needs</p> <ol style="list-style-type: none"> 1. Forecasting Requirements 2. Acquisition Planning 	<p>Processing the PR</p> <ol style="list-style-type: none"> 3. Purchase Requests 4. Funding <p>Market Research</p> <ol style="list-style-type: none"> 5. Market Research 	<p>Analyzing Requirements</p> <ol style="list-style-type: none"> 6. Specifications 7. Statements of Work 8. Services 	<p>Extent of Competition</p> <ol style="list-style-type: none"> 9. Sources 10. Set-Asides 11. 8(a) Procurements 12. Competition Requirements 13. Unsolicited Proposals <p>Selection Factors</p> <ol style="list-style-type: none"> 14. Lease vs. Purchase 15. Price Related Factors 16. Technical Evaluation Factors <p>Method and Plan for the Procurement</p> <ol style="list-style-type: none"> 17. Method of Procurement 18. Procurement Planning

TAB D-3 PRESOLICITATION UNITS

SOLICITATION-AWARD UNITS

Solicitation	Evaluation— Sealed Bidding	Evaluation— Negotiation	Award
Terms and Conditions 19. Contract Types 20. Letter Contracts 21. Contract Financing 22. Use of Government Property and Supply Sources 23. Need For Bonds 24. Solicitation Preparation Soliciting Offers 25. Publicizing Proposed Procurements 26. Preaward Inquiries 27. Prebid/Preproposal Conferences 28. Amending Solicitations 29. Cancelling Solicitations	Bid Evaluation 30. Processing Bids 31. Bid Acceptance Periods 32. Late Offers 33. Bid Prices 34. Responsiveness	Proposal Evaluation 35. Processing Proposals 36. Technical Evaluation 37. Price Objectives 38. Cost and Pricing Data 39. Audits 40. Cost Analysis 41. Evaluating Other Terms and Conditions 42. Competitive Range Discussions 43. Factfinding 44. Negotiation Strategy 45. Conducting Negotiations	Selection for Award 46. Mistakes in Offers 47. Responsibility 48. Subcontracting Requirements 49. Preparing Awards Executing Awards 50. Award 51. Debriefing Protests 52. Protests Fraud and Exclusion 53. Fraud and Exclusion

TAB D-4 SOLICITATION-AWARD UNITS

POST-AWARD UNITS

Start-Up	Quality Assurance	Payment and Accounting	Closeout
<p>Planning</p> <p>54. Contract Administration Planning</p> <p>55. Post-Award Orientations</p> <p>Ordering</p> <p>56. Ordering Against Contracts and Agreements</p> <p>Subcontracting</p> <p>57. Consent to Sub-contracts</p>	<p>Monitoring and Problem Solving</p> <p>58. Monitoring, Inspection, and Acceptance</p> <p>59. Delays</p> <p>60. Stop Work</p> <p>61. Remedies</p> <p>Property</p> <p>62. Property Administration</p> <p>Reporting Performance Problems</p> <p>63. Reporting Performance Problems</p>	<p>Payment</p> <p>64. Limitation of Costs</p> <p>65. Payment</p> <p>66. Unallowable Costs</p> <p>67. Assignment of Claims</p> <p>68. Collecting Contractor Debts</p> <p>69. Progress Payments</p> <p>70. Price and Fee Adjustments</p> <p>Accounting</p> <p>71. Accounting and Cost Estimating Systems</p> <p>72. Cost Accounting Standards</p> <p>73. Defective Pricing</p>	<p>Closeout</p> <p>74. Closeout</p>

TAB D-5 POST-AWARD UNITS

<div> <div>Contract Modification</div> <div> <div>Modifications/Options</div> <div>75. Contract Modifications</div> </div> </div>	<div> <div>Termination</div> <div> <div>Termination</div> <div>76. Termination</div> <div>77. Bonds</div> </div> </div>	<div> <div>Claims</div> <div> <div>Claims</div> <div>78. Claims</div> </div> </div>	
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ORIENTATION UNIT

TAB D-6 ORIENTATION UNIT

HISTORICAL NOTE

TAB D-7 HISTORICAL NOTE

I. Task Analysis (1977-1979)

In 1979, the Federal Acquisition Institute (FAI) surveyed more than 20,000 Federal employees to collect data on the tasks performed by personnel in Contract Management and related fields.

Development

The survey form was constructed by the U.S. Air Force Occupational Measurement Center. Tasks and background questions came from interviews with more than 130 individuals representing twenty departments and agencies. Additionally, a draft of the form was mailed to more than 200 Federal employees for review and comment. The development process was monitored and assisted by an interagency committee of subject-matter specialists and personnel representatives from various Federal agencies and the Civil Service Commission (now the Office of Personnel Management). The resulting form contained in excess of 300 items of personal and job related background data points and 1,480 tasks.

Background Questions

The questionnaire included 45 background questions on such matters as:

- Individual identifiers.
- Current occupation and pay level.
- Years worked in current occupation.
- Years worked for the Federal Government.
- Years worked in a comparable private industry occupation.
- Recruitment source and pay grade of first Federal position.
- Official title.
- Functional title.
- Type of position (i.e., supervisory/managerial status).
- Type of warrant.
- Dollar limit of contracting authority.
- Employing agency and sub-agency component.
- Type of organization.
- Contractual formats generally employed (i.e., definitive contract, indefinite delivery contract, purchase order, etc.).
- End purpose of contracts (i.e., R&D, repair, services, storage, etc.).
- Compensation arrangements (i.e., fixed price, cost, etc.).
- Negotiated contracts--how many and average dollar value.
- Formally advertised contracts--how many and average dollar value.
- Administered contracts--how many and average dollar value.
- Undergraduate/graduate courses attended and usefulness to work.
- Highest educational level attained.
- Government courses attended.

The bulk of the questionnaire, however, was the list of tasks. Each respondent was instructed to read all tasks, mark each task performed as part of his/her present position, and apply a nine point scale to rate the relative amount of time spent on each task performed.

Administration

The survey was administered by twenty four Federal agencies to 60% of their Contracts and Procurement Specialists (GS-1102), Purchasing Agents (GS-1105), and Industrial

TAB D-7 HISTORICAL NOTE

Specialists (GS-1150). In addition, survey forms were distributed by Federal agencies to personnel who spend more than half their time on functions comparable to those performed by personnel in the above fields (respondents included personnel in the GS-301, 801, 1101, 1170, and eleven other fields).

Of the 21,610 survey booklets sent to the field for administration, 14,082 (65.2%) were returned and used in the analysis. This return rate was considered very good relative to the success rates experienced by other organizations. Among the respondents: 8,134 Contract and Procurement Specialists (48% of the work force at that time), 1,578 Purchasing Agents, and 1,043 Industrial Specialists. In addition, questions were completed by 134 Engineers (GS 801), 147 Industrial Property Managers (GS 1103), 44 Quality Assurance Specialists (GS 1900), and 1,409 uniformed personnel.

Analysis

Data from the questionnaires were analyzed by the Comprehensive Occupational Data Analysis Programs (CODAP) provided by the Air Force Human Resources Laboratory. Two types of printouts were generated:

1. Data on designated groups of respondents (i.e., all members of the GS-1102 series, all supervisors, all contracting officers, etc.)
2. Data on computer generated groups of respondents. Using a cluster merger algorithm, the CODAP programs grouped persons doing like sets of tasks regardless of series, grade, title, agency, or other such background factors. Six major specializations emerged from the cluster merger diagram:
 - Small Purchases.
 - Contract Negotiator/Specialist.
 - Contract Administration.
 - Cost/Price Analysis.
 - Staff positions.

Hundreds of pages of CODAP printouts were generated on the major specializations and a host of sub-specializations. The printouts record the tasks performed by the members of each specialization or sub-specialization, ranked in order of percent performing and relative time spent. The printouts also summarize responses to the background questions by the members of the different specializations and sub-specializations.

II. Selection of Tasks for Training (1980-1985).

During this period, the FAI worked with the Office of Personnel Management to select and refine tasks for training. Small groups of subject matter experts from different agencies reviewed data from the occupational analysis and rated tasks performed by different functional specializations on various scales (i.e., learning difficulty and consequences of inadequate performance). Essentially, the FAI used the groups to:

- Define each career path (i.e., specialization).
- Rate the training priority of tasks performed by more than 40% of the employees who comprise the career path.
- Determine whether any task performed by less than 40% of the career path's present incumbents should nonetheless be covered in training.
- Update the task inventory to reflect changes in policy.
- Develop model "Curriculum Design Outlines" for the highest priority pricing tasks.

TAB D-7 HISTORICAL NOTE

This period culminated in the publication of the draft Curriculum Design Outlines in April 1985.

III. Development of Training Blueprints for Selected Tasks (1986)

In the Fall of 1985, the Administrator of General Services directed the FAI to perform a Governmentwide Study of Procurement Training.

To support this effort, an interagency Advisory Committee was established and met in early 1986 to approve a plan for developing the curriculum. The plan called for the development of a complete set of Blueprints for training the Competencies and tasks identified in the Curriculum Design Outlines. To develop the Blueprints, the FAI assembled a full-time Working Group of procurement and instructional design specialists, along with “consultants” from the Air Force, Army, DLA, Navy, Interior, Agriculture, HHS, VA, Energy, Treasury, and NASA.

Working Group members performed the following steps to prepare the Blueprints:

1. They researched and prepared a file on each Competency, containing the related FAR provisions, training materials, job aids, manuals, and handbooks contributed by various agencies.
2. They individually drafted a Blueprint or series of Blueprints for each assigned competency, working one-on-one with an instructional design specialist from the FAI or the GSA Training Center.
3. The full Working Group reviewed and rewrote the draft blueprints, with assistance from the interagency cadre of consultants and instructional design specialists.
4. Copies of draft blueprints were circulated to the Advisory Committee of Procurement Executives for comment.

After the blueprints were approved by the Advisory Committee, supplemental objectives were drafted for ADPE/Telecommunications, major systems, small purchases, construction, and A&E.

Working Group For The Governmentwide Study Of Procurement Training	
Jack Livingston, Project Director, Federal Acquisition Institute	Karen Huff, Dept. of Agriculture
Anne Alexander, GSA (Training Center)	Gayle Messick, GSA (FSS)
Juanda Barclay, GSA (IRMS)	Tom McFadden, GSA (PBS)
John Blumenstein, Federal Acquisition Institute	Michael F. Miller, Federal Acquisition Institute
Gary Craig, GSA (Training Center)	Margaret Walters, GSA (IRMS)
	Shirley Scott, GSA (Office of Acquisition Policy)

TAB D-7 HISTORICAL NOTE

Consultants For The Governmentwide Study Of Procurement Training	
<p>Competencies 1 through 10 Shirl Kinney and Susan Sawler, Dept. of Treasury Edward Lovett and Chris Jedrey, Dept. of Energy Gail Williams, National Aeronautic and Space Administration</p> <p>Competencies 11 through 20 Jack E. Bynane and Shirley Cleaver, Dept. of the Air Force Lee Evey, National Aeronautic and Space Administration Nancy Nifong-Kerlin, Dept. of Treasury James J. Collins and Thomas A. Olsen, Dept. of Navy James Murphy, Dept. of Commerce</p> <p>Competencies 31 through 40 Thomas Cooper, Veterans Administration Gwen Poteat, Dept. of Health and Human Services Robert Scott and Jill Pettibone, Defense Logistics Agency</p> <p>Competencies 41 through 50 Roscoe S. Boleyn, U.S. Army Communications Electronics Command Walter J. Featheringham, Defense Logistics Agency Robert L. Penn and Jane Borden, Department of the Army</p>	<p>ADPE/Telecommunications Gerald Tuwiner, GSA (IRMS) R. A. Roman, Dept. of Navy Ed Forsee, Dept. of Interior Steve Young, Barry Sparks, and Ed Murphy, Environmental Protection Agency Linwood Davis, Dept. of Army</p> <p>Construction Thomas McFadden and Ada Rairigh, GSA (PBS) Larry Ayres, Dept. of Navy Theodore Henningsen and Edward J. East, Dept. of Army</p> <p>Major Systems Alan W. Beck and Lt. Col. Wilson Summers, Defense Systems Management College Robert Cooper, Office of Federal Procurement Policy, Office of Management and Budget Theresa Brooks, Dept. of the Air Force James J. Collins, Dept. of Navy</p> <p>Small Purchases Avis Rostron and Betty Slusher, Dept. of Interior Ron Hooper and Pat Morris, Dept. of Agriculture Diane Rawlings and Mary McGraw, National Aeronautic and Space Administration Thomas Cooper, Veterans Administration Naomi Glass, Dept. of State</p>

In the course of preparing the Blueprints, the Working Group refined the listing of Competencies and related tasks. Some were editorial. Others resulted from changes in the law and regulations (e.g., the Competition in Contracting Act). Nonetheless, each task is linked to a task on the 1979 inventory.

The first edition of Training Blueprints was published in 1986. It included three separate volumes, corresponding to the three major procurement career fields: Contract Management (GS-1102), Small Purchases (GS-1105), and Real Property Leasing (GS-1170). The Contract Management Training Blueprints also included supplemental instructional objectives for ADP/T, construction, A&E, and systems procurement.

IV. Updating of Training Blueprints(1986-1989)

When the Training Blueprints were published in 1986, the FAI provided copies to Procurement Executives and requested comments. The following agencies responded.

TAB D-7 HISTORICAL NOTE

<i>Agency</i>	<i>Respondents</i>
Agriculture	Frank Gearde, Jr., Director, Office of Operations, Office of the Secretary
AID	John F. Owens, Procurement Executive
Air Force	Millard J. Pippin, Deputy Chief, Contract Support Division, Directorate, Contracting and Manufacturing Policy
Army	Suellen Diduch, Procurement Analyst, Contracting Support Agency, Office of the Assistant Secretary of the Army for Research, Development, and Acquisition
Coast Guard	Linda M. Higgins, Chief, Procurement Management Division
DLA	Billy G. Williams, Chief, Contracts Division, Contracting Directorate
Education	Barry S. Bontemps, Director, Grants and Contracts Service
Energy	Stephen D. Mournighan, Director, Office of Policy Procurement and Assistance Management Directorate
FHLBB	Richard L. Petrocci, Director, Administration Office
GSA, FSS	James L. DeProspero, Assistant Commissioner for Commodity Management, Federal Supply Service
GSA, IRMS	Frank J. Carr, Commissioner, Information Resources Management Service
GSA, PBS	Brian K. Polly, Assistant Commissioner for Procurement, Public Buildings Service
GSA, Region 2	William J. Diamond, Regional Administrator
GSA, Region 3	George P. Cordes, Regional Administrator
GSA, Region 4	Donald F. Layfield, Regional Administrator
GSA, Region 5	Richard G. Austin, Regional Administrator
GSA, Region 6	John B. Platt, Regional Administrator
GSA, Region 7	David F. Godfrey, Regional Administrator
GSA, Region 9	Robert D. Eberle, Regional Administrator
HUD	Roosevelt Jones, Director, Office of Procurement and Grants
Justice	W. L. Vann, Procurement Executive
Labor	John J. Nester, Director, Office of Procurement and Grant Management
Marine Corps.	William F. Denman, Contracting Officer
NASA	S. J. Evans,
Navy	Anne Alexander, Assistant, Procurement Career Management, Naval Facilities Engineering Command
Navy	Carmen Corrado, Director, Navy Acquisition Management Training Office
OFPP	Robert P. Bedell, Administrator
Treasury	Thomas P. O'Malley, Procurement Executive
VA	H. Robert Saldivar, Director, Office of Procurement and Supply

TAB D-7 HISTORICAL NOTE

V. Curriculum Development (1987-)

VI. Genesis of the Contract Specialist Workbook (1990-1991)

TAB D-7 HISTORICAL NOTE

INDEX OF UNITS BY COMPETENCIES

The Contract Management Training Blueprints were initially organized by reference to 51 "Competencies." The following pages show the relationship between those competencies and the Units of Instruction in this Workbook.

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES		UNITS
1. Ability to advise and assist requiring activities in developing and maintaining program plans, budgets, and schedules to reflect procurement lead times, market conditions (e.g., vendor delivery terms), and procurement strategies.	1	FORECASTING REQUIREMENTS
2. Ability to develop, maintain, and update acquisition plans.	2	ACQUISITION PLANNING
3. Ability to advise and assist requiring activities in formulating purchase requests to yield the best market response in terms of competition, quality, timeliness, price, and mission needs.	3	PURCHASE REQUESTS
	6	SPECIFICATIONS
	7	STATEMENTS OF WORK
	8	SERVICES
4. Skill in advising and assisting requiring activities in formulating technical evaluation criteria; skill in preparing source selection plans.	.	TECHNICAL EVALUATION FACTORS
	18	PROCUREMENT PLANNING FUNDING
5. Ability to verify that sufficient funds are available prior to execution of a contract, contract modification, or supplemental agreement or ordering against an existing contract, etc.	.	
6. Ability to identify and establish sources of supplies or services and conduct business-related market research.	5	MARKET RESEARCH
7. Skill in determining whether other than full and open competition is justified, given the nature of the requirement, market conditions, and procedural constraints.	.	SOURCES
8. Skill in applying the procedures for small business and labor surplus set-asides (including class set-asides) and skill in procuring supplies and services through the 8(a) program.	.	COMPETITION REQUIREMENTS
9. Ability to determine the most appropriate method of procurement, given the nature of the requirement and market conditions (i.e., small purchase procedures, sealed bidding, competitive negotiations, or two-step sealed bidding).	.	UNSOLICITED PROPOSALS
	.	SET ASIDES
	.	8(a) PROGRAM
	.	METHOD OF PROCUREMENT
	.	LEASE VS. PURCHASE

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS
10. Ability to select the most appropriate type of contract or agreement, given the nature of the requirement and market conditions.	SELECTING TYPE(S) OF CONTRACT TO SOLICIT SOLICITING T&M/LH CONTRACTS ESTABLISHING AGREEMENTS SOLICITING INDEFINITE DELIVERY CONTRACTS SOLICITING FIXED PRICE CONTRACTS SOLICITING COST TYPE CONTRACTS CONTRACT FINANCING
11. Skill in determining the necessity for contractor financing provisions (e.g., progress payments, advance payments, etc.).	
12. Skill in preparing solicitation documents.	SOLICITATION PREPARATION PUBLICIZING PROPOSED PROCUREMENTS PREAWARD INQUIRIES
13. Skill in publicizing proposed procurements.	
14. Skill in evaluating and responding to preaward inquiries concerning solicitations, bids, and proposals.	
15. Skill in determining the necessity for and conducting prebid/preproposal conferences.	PREBID/PREPROPOSAL CONFERENCES AMENDING SOLICITATIONS CANCELLING SOLICITATIONS
16. Skill in amending solicitations, extending the solicitation period, and cancelling solicitations.	
17. Skill in evaluating bids, including such aspects as disposing of late bids, determining responsiveness, and determining the lowest total price bid.	PROCESSING BIDS BID ACCEPTANCE PERIODS LATE OFFERS BID PRICES RESPONSIVENESS MISTAKES IN OFFERS
18. Ability to identify and resolve mistakes in offers.	
19. Skill in determining the responsibility of proposed offerors.	RESPONSIBILITY
20. Skill in evaluating proposals; ability to identify and request assistance in proposal evaluation from appropriate Government sources (e.g., technical, legal, or field pricing support) and analyze their recommendations; ability to obtain other data necessary for proposal evaluation.	PROCESSING PROPOSALS TECHNICAL EVALUATION COST AND PRICING DATA AUDITS
21. Skill in analyzing market conditions and pricing data to develop and support the Government's prenegotiation position on price.	41 EVALUATING OTHER TERMS AND CONDITIONS PRICE OBJECTIVES
22. Skill in analyzing proposed elements of cost to develop cost and profit prenegotiation positions, based on data from the offerors, in-house estimates, technical evaluations, and audit reports.	COST ANALYSIS
23. Skill in factfinding with offerors.	FACTFINDING

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS
24. Ability to establish the competitive range.	COMPETITIVE RANGE
25. Skill in developing negotiation strategies and tactics.	NEGOTIATION STRATEGY
26. Skill at conducting negotiation conferences with offeror's representatives.	CONDUCTING NEGOTIATIONS
27. Ability to develop and recommend selection for award.	PREPARING AWARDS
28. Ability to prepare and definitize letter contract.	LETTER CONTRACTS
29. Ability to apply procedures for awarding contracts and providing notice of awards.	AWARD
30. Ability to debrief unsuccessful offerors.	DEBRIEFING
31. Skill in developing the Government's position on protests before or after award.	PROTESTS
32. Ability to provide postaward orientations to contractors.	POST-AWARD ORIENTATIONS
33. Skill in developing contract administration plans and instructing technical representatives and functional specialists (e.g., quality assurance personnel) on their roles, authority, responsibilities, and limits.	CONTRACT ADMINISTRATION
34. Skill in issuing orders against existing contracts/agreements.	PLANNING
35. Skill in modifying contracts through administrative modifications, change orders, supplemental agreements, or exercising options.	ORDERS AGAINST
36. Ability to determine whether the contractor is progressing in accordance with the contract schedule and complying with other contract clauses; knowledge of inspection/acceptance procedures, requirements, and practices.	CONTRACTS/AGREEMENTS
37. Ability to determine whether delays are excusable and grant performance time extensions for excusable delays.	CONTRACT MODIFICATIONS
38. Skill in determining and issuing stop or resume work orders.	MONITORING, INSPECTION, AND
39. Ability to apply techniques and instruments for dealing with the contractor's failure to perform (e.g., cure notices, show cause notices, refusal to accept deliveries, assessment of liquidated damages, negotiation of consideration for delinquent deliveries or items not meeting specifications).	ACCEPTANCE
40. Skill in terminating contracts for the convenience of the Government or for default.	DELAYS
	STOP WORK
	REMEDIES

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES	UNITS
41. Ability to manage payments to contractors (e.g., requests for progress payments, the processing of contractor invoices, release of claims, assignment of payments, adjusting contract fund requirements, the withholding and set-off of payments).	LIMITATION OF COSTS PAYMENT UNALLOWABLE COSTS ASSIGNMENT OF CLAIMS COLLECTING CONTRACTOR DEBTS PROGRESS PAYMENTS PRICE AND FEE ADJUSTMENTS CLOSEOUT
42. Ability to implement contract closeout procedures.	
43. Knowledge of the procedures for reviewing and accepting the contractor's accounting and cost estimating systems; ability to monitor the contractor's financial condition.	ACCOUNTING AND COST ESTIMATING SYSTEMS
44. Ability to obtain and review cost accounting standard disclosure statements, determine whether audits of the statements are necessary, and negotiate cost impact adjustments.	COST ACCOUNTING STANDARDS
45. Ability to identify and resolve defective pricing actions.	DEFECTIVE PRICING
46. Knowledge of the process for settling claims and ability to determine the validity of claims and establish the Government's position on the amount of the equitable adjustment; knowledge of the disputes process.	CLAIMS
47. Ability to review and consent to proposed placements of subcontracts, ability to review subcontracting plans.	SUBCONTRACTING REQUIREMENTS CONSENT TO SUBCONTRACTS USE OF GOVERNMENT PROPERTY AND SUPPLY SOURCES PROPERTY ADMINISTRATION BONDS
48. Ability to review requests and determine the need for Government property, special tooling, and special test equipment.	
49. Ability to determine the requirement or desirability of bonds; ability to secure and administer bonds.	ADMINISTERING BONDS FRAUD AND EXCLUSION
50. Skill in initiating adverse actions for fraud and other civil or criminal offenses; ability to select evidence on performance failings for referral to debarment officials.	REPORTING PERFORMANCE PROBLEMS ORIENTATION
51. General knowledge of the Procurement: Mission, System, Process, Organization, Management, Statutory and Regulatory Foundation, Roles and Responsibilities, and Standards of Conduct.	

TAB D-9 INDEX OF UNITS BY COMPETENCIES

COMPETENCIES

UNITS

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TAB D-11 INDEX

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2	Acquisition planning
4	Additional requirements (Part B of Funding)
75	Administrative changes (see Part A of Contract Modifications, Tasks 7 and 12)
21	Advance payments (provision for in the solicitation)
8	Advisory and assistance services (Part A of Services)
52	Agency protests (Part A of Protests)
19.1 and 19.3	Agreements (establishing Basic and Basic Ordering Agreements)
28	Amending solicitations
67	Assignment of claims
39	Audits
49 and 50	Award
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30	Bid opening (Processing Bids, Task 7)
33	Bid prices
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<i>Unit</i>	<i>Subjects</i>
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16	Business management factors (Technical Evaluation Factors)
29	Cancellation of IFB after opening (Part B of Cancelling Solicitations)
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29	Cancellation of RFP (Part C of Cancelling Solicitations)
29	Cancelling solicitations
47	Certificates of competency (Responsibility, Tasks 9-10)
38	Certificates of current cost or pricing data
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78	Claims
74	Closeout
7, 25, and 50	Commerce Business Daily (Statements of Work, Task 8; Publicizing Proposed Procurements; Award, Task 4)
9	Commercial source lists (Part B of Sources)
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58	Compliance with other terms and conditions (Part B of Monitoring, Inspection, and Acceptance)
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57	Consent to subcontracts
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<i>Unit</i>	<i>Subjects</i>
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71	Cost estimating systems (Part B of Accounting and Estimating Systems)
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19.1 and 19.6	Cost Plus Incentive Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 5; Part B of Soliciting Cost Type Contracts)
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61	Cure notices (Part B of Remedies)
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51	Debriefing
68	Debt collection
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<i>Unit</i>	<i>Subjects</i>
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48	Establishing subcontracting requirements (Part A of Subcontracting Requirements)
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75	Extraordinary contractual actions (Part C of Contract Modifications)
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19.1 and 19.5	Fixed Price Award Fee Contracts (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part D of Soliciting Fixed Price Contracts)
19.1 and 19.5	Fixed Price Contracts with Economic Price Adjustment (Selecting the Type of Contract To Solicit, Tasks 2 and 4; Part B of Soliciting Fixed Price Contracts)
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<i>Unit</i>	<i>Subjects</i>
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53	Fraud and exclusion
61	Fraud, gross mistake, or latent defect (Part G of Remedies)
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<i>Unit</i>	<i>Subjects</i>
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<i>Unit</i>	<i>Subjects</i>
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55	Post-award orientations
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<i>Unit</i>	<i>Subjects</i>
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Unit

Subjects

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61	Warranty (Parts E and F of Remedies)

TAB D-11 INDEX

Unit

Subjects

UNIT 1 ORIENTATION

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Identify and define the goals and mission of the procurement system. **Goals include the establishment of agency past performance files.**
2. Identify the basic statutes that define the procurement system.
3. Identify the major Federal organizations (Congress, OMB, the President, the agency head, etc.) with procurement responsibilities and identify their roles in the procurement process.
4. Identify the Federal Acquisition Regulation, agency supplemental regulations, Comptroller General decisions, the United States Code, and other source documents that apply to the procurement process.
5. Identify the basic steps in the procurement process that are made in the course of that process.
6. Identify and define the roles and responsibilities of contracting officers, requiring activities, contracting officer's representatives, quality assurance personnel, auditors, accountants, logistics managers, and other participants in the procurement process. Identify ways to foster the team/partnership effort in acquiring goods and services. Identify ways to record and evaluate the past performance of prospective contractors.
7. Identify standards of ethics that apply to procurement decisions and provide accurate examples of activities that are prohibited under each standard. ***Identify exception to Procurement Integrity Certifications when commercial items are being procured.***

Conditions

Given the Federal Acquisition Regulation, agency supplements to the FAR, the United States Code, Comptroller General decisions, and other such documents.

Overall Standard(s)

Complete and accurate knowledge of the procurement mission, system, process, organization, management, statutory and regulatory foundation, roles and responsibilities, and standards of conduct.

UNIT 1 ORIENTATION

(August 15, 1995)

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
1		Federal acquisition regulations system.
3		Improper business practices and personal conflicts of interest (including standards of conduct and procurement integrity).
14.101 thru 14.10		Elements of sealed bidding.
15.101 thru 15.102		Definition of negotiation.
19.4		Small business administration.
42.302		Contract administration functions.

Other KSA's

1. Knowledge of statutory goals for the procurement system (e.g., §2301 of title 10 and §401 of title 41, United States Code).

2. Knowledge of FAR sections that define critical terms, such as 1.701, 2.000, 2.101, 4.401, 6.003, 7.101, 9.101, 10.001, 11.001, 13.101, 14.101, 14.501, 15.101, 15.601, 15.801, 16.101, 16.201, 16.301-1, 16.501, 16.601, 16.702, 16.703, 17.201, 19.001, 20.101, 28.001, 31.001, 32.102, 33.101, 33.201, 34.001, 35.001, 36.102, 37.101, 37.201, 38.101, 43.101, 44.101, 45.101, 46.101, 47.001, 49.001, and 49.401(a).

Other Policies and References (Annotate As Necessary):

UNIT 1 ORIENTATION

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment/Course:

Evaluation:

Completion Date:

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties Prepare a Purchase Request, adding or changing necessary work.

Conditions Given staff meeting minutes, acquisition histories, market data, proposed budgets, and related planning documents.

Overall Standard(s) Purchase request (including program plans, cost estimates, and schedules) are:

- Sufficient to proceed with contract action
- Written in terms that accurately reflect the market's capabilities (leadtimes, production, delivery, and cost) and procurement leadtimes).
- Designed to obtain maximum competition.
- Ensures quality assurance requirements are met
- Satisfy the Government's needs in the most effective, economical, and timely manner.
- *Past performance data has been included as an evaluation factor.*
- *Encourage or require offerors to supply and use commercial or (to the extent commercial items are not suitable) other nondevelopmental items to the maximum extent practicable*

Evaluator

Name

Title

Date

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
3.104		Certification of procurement officials; safeguarding of source selection and proprietary information.
5.204 5.205(a)		Synopsis requirements for presolicitation notices.
5.404		Long-range acquisition estimates.
5.205(d)		Locating commercial sources under OMB Circular A-76.
7.3		Contractor vs. Government performance.
12		<i>Acquisition of Commercial Items</i>
15.404 15.405		Presolicitation notices and conferences and draft RFPs.
35.016		Broad agency announcements.
37.102		Policy of reliance on the private sector for commercial services.
47.202		Presolicitation planning requirements for transportation.

Other KSA's

Reserved.

Other Policies and References (Annotate As Necessary):

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>1. Identify supplies and services that are likely to be procured. Establish scope of the resultant procurement.</p> <p>Potential sources of information on future needs:</p> <ul style="list-style-type: none"> • Projections from data on past procurements. • Planning, programming, and budgeting documents. • Surveys of requiring activities and other program planners. • Participation in meetings to plan, program, and budget for agency missions. • Other documents (e.g., by adding one's name to the reading lists for reports, staff meeting minutes, and other documents from requiring activities). • Command direction • Change in contract • Expiration of current contract 	<p>1. Correctly identify and apply all methods for identifying needs for supplies and services within assigned responsibility:</p> <ul style="list-style-type: none"> • Designation of requiring activity resources to carry out the acquisition plan (specification writers, technical evaluation teams, technical representatives, etc.) • Provision of supporting data for recommended justifications. • Preparation of purchase request(s). • Incorporation of procurement lead times in program plans and schedules. • Identification and certification of procurement officials for each contract action. • Safeguarding of source selection and proprietary information. • Environmental issues impacting on acquisition <p>Identify the minimum needs of the Government in overall terms covering volume, length of time, descriptions, quality, etc.</p>
<p>2. Identify a required or mandatory source</p> <ul style="list-style-type: none"> • Agency Inventory • Excess Personal Property • Federal Prison Industries, Inc. for supplies • NIB/NISH • Stock Programs: GSA; DLA, VA, Military Inventory Control • Mandatory Federal Supply Schedules • Mandatory GSA Term Contracts (Services) • Specified Sources: jewel bearings and related items, public utility services, printing and related supplies, automated data Processing and telecommunication acquisitions, leased motor vehicles, excess strategic and critical materials and helium • Optional Use Federal Supply Schedules and GSA Term Contracts 	<p>2. Only complete the purchase using a required or mandatory source when it meets the minimum needs of the Government. Correctly identify any condition which would preclude use of a required source</p> <ul style="list-style-type: none"> - public exigency - requirements above or below the minimum/maximum order thresholds in a Federal Supply Schedule or consignees are located outside the geographic area of coverage - as otherwise authorized by a required source (such as: price exceeds market price)

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>3. Collect data from acquisition histories and agency-wide past performance file related to the program objectives and tasks.</p> <p>A. Collect relevant data on:</p> <ul style="list-style-type: none"> • Current suppliers. • Potential suppliers. • Previous procurement strategies, acquisition plans, and lead times. • Problems and issues in the award and administration of previous contracts. • <i>Contractor's past performance:</i> <ul style="list-style-type: none"> -<i>quality of product or service</i> -<i>Timeliness of performance</i> -<i>Cost Control</i> -<i>Business practices</i> -<i>Key personnel past performance</i> 	<p>3. Identify all relevant sources of information readily available and extract data necessary for analyzing the requirement, sourcing the procurement, soliciting offers, evaluating offers, and awarding contracts.</p> <p><i>Identify only relevant past performance data, focusing on such issues as:</i></p> <ul style="list-style-type: none"> -<i>contractor compliance with contract requirements and standards of good workmanship</i> -<i>contractor compliance with schedules and technical direction.</i> -<i>contractor operated at or below budget, price changes were reasonable, and billed correctly.</i> -<i>contractor's customer relationships</i> -<i>end user satisfaction</i> -<i>tract record of the key personnel</i>
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UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>4. Perform market research related to the program objectives and tasks.</p> <ul style="list-style-type: none"> • New or upgraded products and services. • Products and services capable of being modified to meet Government needs. • Trends in technology, price, supply, and demand. • Trends in terms, conditions, and warranty practices for commercial sales. • Production and/or delivery lead times. • Problems and issues in the award and administration of previous contracts. • <i>Practices of commercial firms (e.g., warranties, buyer financing, maintenance).</i> • <i>If capable sources exist. (94-790)</i> • <i>Availability of commercial items.</i> • <i>Commercial items that could be modified to meet needs.</i> • <i>Customizing, modifying or tailoring practices.</i> • <i>Terms such as warranty, buyer financing, discounts, etc.</i> • <i>Laws and regulations unique to item.</i> • <i>Distribution and support capabilities of suppliers.</i> • Identify potential on-line sources and information typically available 	<p>4. Comply with the requirement in FAR 7.102 to conduct market research for all acquisitions. Select the most effective market Research Techniques:</p> <ul style="list-style-type: none"> • Contacting experts regarding market capabilities. • Reviewing the results of recent market research. • Publishing formal requests for information. • Querying databases/on-line communication. • Obtaining source lists from other agencies or associations. • Reviewing catalogs and product literature. • Holding presolicitation conferences. (94-790) <p>Comply with the requirement at FAR 10.001(a)(3)(iii) for conducting market research to determine if sources capable of satisfying the agency's requirements exist.</p> <p><i>Comply with the requirement at FAR 10.001(a)(3)(I) for conducting market research to determine if commercial items or (to the extent commercial items suitable to meet the agency's needs are not available) nondevelopmental items other than commercial items are available that --</i></p> <ul style="list-style-type: none"> • <i>Meet the agency's requirements;</i> • <i>Could be modified to meet the agency's requirements; or</i> • <i>Could meet the agency's requirements if those requirements were modified to a reasonable extent.</i> <p><i>Comply with the requirement at FAR 10.001(3)(a)(ii) for conducting market research to determine the practices of firms engaged in producing, distributing, and supporting commercial items, such as terms for warranties, buyer financing, maintenance and packaging and marking.</i></p>
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UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>5. Identify strategy for yielding a more competitive market response:</p> <p>Potential suggested strategies:</p> <ul style="list-style-type: none"> • Use of commercial specifications, standards, and products. • "Breaking out" components that can be competed (e.g., spare parts). • Requesting relief from restrictive policies (including ceiling restrictions that preclude in-house performance). • A-76 competition (consider in-house performance as an alternative to contracting and vice versa). • Source development (e.g., dual sourcing, licensing) when currently locked into a single (in-house or contractor) source. • Purchasing data rights. • Market surveys. • Consolidation of requirements to attain economic ordering quantities. 	<p>5. Correctly identify applicable strategies. Accurately estimate the probable impact of each strategy on program costs, leadtimes, and risks. Recommend the strategy or strategies that would be optimal in terms both of the mission and the market and would yield the maximum number of responsible offers as possible under the circumstances..</p> <p><i>Any method or strategy selected must not rule out the availability of commercial items or other nondevelopmental items.</i></p> <p><i>Any method or strategy should consider the industry-wide performance capabilities.</i></p>
<p>6. Develop the original or revised requirement (94-790) as shown in Unit 2b</p>	<p>6. <i>Observe the order of priority at FAR 11.101 in selecting from among existing requirement documents or submit any necessary justifications for using a lower priority requirements document.</i></p> <p><i>Ensure compliance with the Federal Standardization Manual and DOD 4120.3-M, Defense Standardization Program Policies and Procedures.</i></p>
<p>7. Prepare a Surveillance Plan,</p>	<p>7. Include inspection requirements/forms as required by agency specific policy. <i>The Surveillance Plan, at a minimum, should address how the government will monitor contractor's performance and in accordance with the format , forms, guidelines. quality control & quality assurance specified in agency policy.</i> Include award/fee plan as appropriate.</p>

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>8. Prepare a Government cost estimate, .</p> <p>Subtasks:</p> <ul style="list-style-type: none"> • Describe program needs (i.e., technical objectives). • Identify and sequence tasks to accomplish overall objectives for each sub-objective. • Identify sub-objectives and project office for each task. • Identify resources needed. • Estimate length of time per task. 	<p>8. Include all elements. Record the minimum need, expressed in functional (i.e., performance) terms. Accurately reflect available data on the project. List probable line items and, for each line item, the probable quantity, cost, and procurement milestones. Estimate must be sufficiently presented for use in comparison with any offer received. Detailed cost and pricing data must support price negotiation objects and competitive range determinations that will be made. Include no amount for any specified contingency if the contract will provide for price adjustments based on the occurrence of that contingency.</p>
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UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>9. Prepare Evaluation Factors: Formulas for Price and Criteria for technical evaluations. <i>Prepare survey for obtaining relevant information about performance.</i></p> <ul style="list-style-type: none"> • Factors • Subfactors • Elements • Standards • Rationale for factors, subfactors, elements, and standards • <i>Questions used on a survey shall be based on the evaluation subfactors</i> 	<p>9. Consider all price-related factors. Identify and draft business management and technical evaluation factors; recommend and justify the relative importance of each factor. Proposed evaluation factors are valid (i.e., the factor correlates significantly with ability to perform the work of the contract). The rationale should be complete and sufficient to demonstrate the relationship between each factor and the need, as expressed in the Statement of Work. Proposed factors:</p> <ul style="list-style-type: none"> -Complete: no factors are missing standards -Concise: there is no ambiguity between factors and requirement -Consistent with Statement of Work -Supporting documentation is sufficient <p><i>Past Performance subfactors should be tailored to the key performance criteria in the statement of work and should discriminate a “good” performer from a “poor” performer for the type of work that will be performed.</i></p> <p><i>Language used in Section L & M should be clear with respect to what past performance information the government will evaluate and how it will be weighted. Only relevant past performance data has been included.</i></p> <p>Assist the Source Selection Authority (SSA) with technical aspects of formal source selection plans, such as the identification of technical evaluators.</p>
<p>10. Obtain all necessary concurrence and approvals to finalize work package.</p>	<p>10. Funding commitments have been made. Justifications for restrictive requirements have been included. Include a source list that has considered small business, 8(a) firms and other socio-economic programs.</p>

UNIT 2A. PREPARE A PURCHASE REQUEST PACKAGE

Tasks

Standards

<p>11. Provide pre-award technical assistance to CO/ACO when requested. For example:</p> <p>Review unsolicited proposals and advise whether offered end items are innovative, unique, and have been independently originated and developed.</p> <p>Draft answers to questions about the Schedule and participate in the conferences.</p> <p>Prepare technical note to be used on any synopsis</p> <p>Advise contracting officers on amending or canceling the solicitation prior to bid opening or the closing date of the RFP. Prepare revised terms for the Schedule, where necessary, and justifications.</p> <p>Serve on technical evaluation panels and prepare findings and recommendations on (a) technical deficiencies, (b) reasonableness of the proposed tasks, schedule, labor hours, material mix & quantities, etc., and (c) the ranking of proposals <i>Assist in preparing and conducting reference checks and advise COs on a contractor's past performance.</i></p> <p>Draft questions for factfinding and prenegotiation positions on technical proposals. Participate in fact-finding sessions. Assist contracting officers in preparing for negotiations. Participate in discussions with offerors.</p> <p>Prepare technical evaluations of Best and Final Offers (e.g., on the cost realism of proposed labor hours, skill mix, etc.)</p> <p>Assist contracting officers in applying standards of responsibility related to past performance, integrity, organization, .</p> <p>Assist contracting officers in evaluating proposed subcontracting plans and make-or-buy programs experience, technical skills, equipment, and facilities</p> <p>Participate in debriefings of unsuccessful offerors. Assist contracting officers in preparing findings of fact on technical issues in protests. Where valid, prepare justifications for proceeding with award notwithstanding the protest.</p>	<p>Actions do not exceed authority.</p>
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UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the Part or Parts of this Unit specified below

Certification for Part A: Government Furnished Property

Duty	Recommend whether to furnish Government property (GFP).
Conditions	Given a purchase request and existing Government property that might be available for use by the contractor
Overall Standard(s)	Identify and correctly apply the policies and procedures related to this determination given the type of property at issue (e.g., material, special tooling and test equipment, facilities, or agency peculiar property).
Evaluator	Name _____ Title _____ Date _____

Certification for Part B: Contractor Acquired Government Property

Duty	Recommend whether to authorize a contractor to acquire “contractor acquired Government property”
Conditions	Given a contractor's proposal to acquire facilities or special test equipment for the Government Given a contractor's proposal to acquire material or special tooling for the Government under a fixed price contract
Overall Standard(s)	Identify and correctly apply the policies and procedures related to this determination, given the type of property at issue (e.g., special test equipment or facilities).
Evaluator	Name _____ Title _____ Date _____

UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
35.014(a)		Government property and title (related to R&D acquisitions).
44.201-2		Consent to acquire special test equipment and facilities
44.201-4		Contractor use of Government sources
45.101 and 45.301		Definitions.
45.102		Basic policy and criteria for furnishing property.
45.3		Policies and procedures for providing Government property to contractors
45.6		Disposition and disposal of Government property
51.1		Use of Government supply sources.
52.245-2, -5, -7, -10, -11, and -19		Terms and conditions for Government property.
52.244-2 & 245-18		Approval and notification terms and conditions for facilities and special test equipment

Other KSA's

1. Knowledge of business finance.
2. Knowledge of FAR requirements for providing Government property (which includes furnishing Government property or allowing the supplier to acquire property "for the Government")

45.302	Facilities (Real property and plant equipment)
45.303	Material
45.304	Motor vehicles
45.306	Special tooling
45.307	Special test equipment
45-310	Agency peculiar property
3. Knowledge of policies and procedures for furnishing production and research property in an "As Is" condition under FAR 45.308 and 52.245-19.
4. Knowledge of potential liabilities incurred by the Government for Government Furnished Property (GFP), such as:
 - Excusable delay for late or defective GFP.
 - Disruptions and production inefficiencies due to late or defective GFP.
 - Cost of repair or replacement of defective GFP.
5. Knowledge of potential liabilities incurred by the Government for Contractor Acquired Property (CAP), such as:
 - Excusable delay for breakdown of CAP.
 - Disruptions and production inefficiencies due to CAP breakdowns.
 - Cost of repair or replacement of lost, damaged, or destroyed Government property.

Other Policies and References (Annotate on a Blank Page As Necessary):

UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part A: Government Furnished Property

Tasks

Related Standards

<p>1. Identify Government property that might be furnished to contractors to the Property Control Officer.</p> <p>Based on:</p> <ul style="list-style-type: none"> • Recommendations from requiring activities. • Review of acquisition histories . • Report on Property inventory 	<p>A1. Correctly classify the property at issue (e.g., special tooling and test equipment vs. facilities vs. material, followon contracts etc.). Correctly identify any special restrictions or conditions that would apply to use of the property (e.g., whether the property would be furnished on an "as is" basis).</p>
<p>2. Recommend whether or not to offer Government property in the solicitation.</p>	<p>A2. Correctly apply the FAR decision rules that apply to the type of property being considered. To the extent that the determination is based on a cost/benefit analysis, consider all relevant factors, such as:</p> <ul style="list-style-type: none"> • Government liability for performance with GFP. • Cost of administering GFP provisions of the contract (e.g., reporting and record keeping). • Cost of logistics support for GFP (e.g., preparation, transportation, installation, maintenance, storage; disposition; spares). • Cost of retrofitting or modifying the GFP. • Opportunity costs of GFP (i.e., how would the Government otherwise use the property?). • Potential impact on the total contract price if the availability of GFP would attract more competitors for the contract. • Reduction in direct costs, indirect costs, and fee with GFP. • Economic benefits of standardization through GFP.
<p>3. Prepare necessary justifications to provide property.</p>	<p>A3. Correctly prepare any necessary justifications and/or D&Fs (e.g., the D&F prescribed by FAR 45.302-1(a)(4) for issuance by the agency head or designee).</p>
<p>4. Recommend whether an individual offeror's request for GFP is valid and practicable.</p>	<p>A4. Perform such an evaluation when:</p> <ul style="list-style-type: none"> • The CO solicited offers based on GFP for comparison with offers based on contractor furnished property, or • An offeror has proposed different terms and conditions with respect to GFP than solicited (see Unit 28 to determine whether an amendment to the solicitation would be necessary if the request is valid and practicable).

UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part A: Government Furnished Property

Tasks

Related Standards

5. Recommend whether to provide the property and under what conditions for post award requests for Government property (over and above property already on contract, if any).	A5. Correctly apply FAR decision rules for determining whether to provide the property in response to a post-award request. Correctly identify applicable special restrictions or conditions (e.g., whether the property would be furnished on an "as is" basis).
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UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part B: Government sources of supply

Tasks

Related Standards

<p>1. Identify property recommended for contractor acquisition.</p> <ul style="list-style-type: none"> Describe facilities in the facilities contract schedule as described by the Property Administrator and suggest related clauses. When special test equipment or components are known, separately identify each item that will be acquired or fabricated by the contractor for the Government. Individual items of less than \$5,000 may be grouped by category. Include the clause at FAR 52.245-18, Special Test Equipment, if the exact identification of the special test equipment to be acquired or fabricated is unknown. For contractor acquired special tooling and other material under fixed price contracts, specifically list the material in one or more separate contract line items. 	<p>B1. Correctly classify the property at issue (e.g., special tooling and test equipment vs. facilities vs. material, etc.). Correctly identify all FAR provisions and other policies related to contractor acquisition of each class of property.</p>
<p>2. Recommend whether or not to authorize contractor acquisition of special test equipment or facilities.</p> <p>Potential alternatives to contractor acquisition:</p> <ul style="list-style-type: none"> Furnish Government property, if available and suitable. Determine that the property is not necessary for the contract. 	<p>B2. Correctly apply the FAR decision rules that apply to the type of property being considered.</p>
<p>3. Recommend whether or not to authorize contractor acquisition of special tooling or other material under fixed price contracts.</p> <p>Potential alternatives to contractor acquisition:</p> <ul style="list-style-type: none"> Furnish Government property, if available and suitable. Make no provision for the tooling or material in the contract. 	<p>B3. In recommending whether to authorize acquisition of special tooling, correctly consider the factors at FAR 45.306-3:</p> <ul style="list-style-type: none"> The current or probable future need of the Government for the items involved (including in-house use) and the estimated cost of producing them if not acquired. The estimated residual value of the items. The administrative burden and other expenses incident to reporting, record keeping, preparation, handling, transportation, and storage. The feasibility and probable cost of making the items available to other offerors in the event of future acquisitions. The amount offered by the contractor for the right to retain the items. The effect on future competition and contract pricing.

UNIT 2B GOVERNMENT PROPERTY AND SUPPLY SOURCES

Part B: Government sources of supply

Tasks

Related Standards

4. Prepare written justifications, as necessary.	B4. Justifications are sufficient to support recommendation(s).
6. Review post-award requests to acquire specific items of property. <ul style="list-style-type: none">• Under the terms of any applicable consent clause .• As part of the notice required by FAR 52.245-18 for special test equipment.	B6. Ensure that notices of intent to acquire special test equipment under FAR 245-18 are timely and include all information required by that clause. Respond to such notices within 30 days if the Government determines to furnish the equipment or disapprove the acquisition.

UNIT 2C REQUIREMENTS DOCUMENTS

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty _____ Develop the *requirements document*.

Conditions _____ Given a product/service description and historical files

Overall Standard(s) _____ The *requirements documents*, as selected, modified, or drafted by the requiring activity after review by the Contract Specialist, are phrased in terms that:

- The market can satisfy.
- *To the maximum extent practicable, describe functions to be performed, the performance required, or essential physical characteristics — rather than design characteristics.*
- *Establish a valid and reliable measurement for determining whether offered supplies or services meet the minimum functional need.*
- Encourage offerors to supply commercial items or (to the extent that commercial items suitable to meet the agency's needs are not available) other nondevelopmental items.
- Enable all available commercial or other nondevelopmental items which can meet the minimum functional need to be considered technically acceptable.
- Exclude all products or services (commercially available or not) from consideration that cannot meet the actual minimum functional need.
- Include restrictive provisions only to the extent necessary to satisfy the minimum needs of the agency or as authorized by law.
- Promote full and open competition, with due regard to the nature of the supplies or services to be acquired.

Evaluator

Name

Title

Date

UNIT 2C - REQUIREMENTS DOCUMENT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 2C - REQUIREMENTS DOCUMENT

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
7.103(k)		Requirement for graphic representations of supplies.
10		Specifications, standards, and other purchase descriptions.
11.003		Requirement that the Government's needs be initially described in functional terms.
11.005		Acceptability of commercial products.
12.1		Delivery and performance schedules.
12.401		Variation in quantity.
19.202-1		Encouraging small business participation in acquisitions.
22.103-3(a)		Scheduling to avoid the necessity of overtime.
23.4		Specifying use of recovered materials.
25.405(b)		No imposition of technical requirements to preclude acquisition of eligible products under the Trade Agreements Act.
52.210-1 thru 7		Clauses on specifications and used materials.

Other KSA's

1. Knowledge of:
 - Types of specifications and the pros and cons of each type (design, functional, performance).
 - Different specification/SOW forms and the pros and cons of each (Federal and Military Specifications, commercial item descriptions, brand name or equal descriptions, purchase descriptions prepared by requiring activities).
 - The impact of different types and forms of specifications and statements of work on inspection and acceptance, and responsibility for performance.
 - The relationship between the specification/SOWs and potential problems and issues in contract administration.
2. Skill at market analysis; knowledge of market segments and product differentiation; knowledge of product life cycles and market evolution (from Marketing).
3. Knowledge of the relationship between specifications and market competition; in terms of barriers to entering markets, predatory and exclusionary tactics; unfair and unethical competition; restraint of trade; and monopolization (from Marketing).
4. **Ability to accurately apply FAR 2.101 definitions for commercial items and nondevelopmental items.**

Other Policies and References (Annotate As Necessary):

UNIT 2C - REQUIREMENTS DOCUMENT

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UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>1. Identify inadequacies in existing requirements documents</p> <ul style="list-style-type: none"> • Failure to indicate salient physical, functional, or other characteristics of items being sought as "Brand Name or Equal." • Restrictive or impractical requirements (in terms of the market's capabilities). • Nonessential or obsolete requirements. • Ambiguous or vague terms. • Unclear division of responsibilities between parties. • Omissions. • Too weakly drafted to screen out inadequate products or services. • Government made responsible for supporting functions that contractors can provide at lower cost. <p>Where necessary, obtain a picture, drawing, diagram, or other graphic representation of the requisitioned supplies.</p>	<p>1. Observe the order of priority at FAR 11.101 in selecting from among existing requirement documents or submit any necessary justifications for using a lower priority requirements document</p> <ul style="list-style-type: none"> • Documents mandated for use by law or regulation pursuant to law. • Performance-oriented documents— <ul style="list-style-type: none"> - Nongovernment standards. - Commercial item descriptions. - Federal specifications and standards. - Military specifications and standards. • Design-based documents— <ul style="list-style-type: none"> - Nongovernment standards. - Federal specifications and standards. - Military specifications and standards. • Agency-unique standards, specifications and related publications issued by the government outside the military or Federal series for the non-repetitive acquisition of nondevelopmental items. <p><i>Question any aspect of the requirement that prevents use of commercial or nondevelopmental items.</i></p> <ul style="list-style-type: none"> • <i>Use of design characteristics for requirements that can with equal or greater validity and reliability be cast in terms of functions, performance, or essential physical characteristics.</i> • <i>Specification of a particular brand-name, product, or a feature of a product that is peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company.</i> <p><i>Only accept a "brand-name" specification if:</i></p> <ul style="list-style-type: none"> • <i>Market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or can not be modified to meet, the agency's minimum needs, AND</i> • <i>The requiring activity provides an approved J&A for other than full and open competition</i>
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UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>2. Review information from market research — with special emphasis on:</p> <ul style="list-style-type: none"> • <i>Whether commercial or nondevelopmental items can satisfy the stated requirement.</i> • <i>Requirement documents used in past Federal contracts for the same or like requirements and problems (if any) related to those documents (e.g., the document precluded the acquisition of commercially available items).</i> • <i>Feedback from suppliers on requirements documents , e.g.:</i> <ul style="list-style-type: none"> - <i>Restrictive.</i> - <i>Includes nonessential preferences.</i> - <i>Obsolete.</i> - <i>Vague.</i> 	<p>2. Ensure that appropriate market research has been conducted before developing new requirements documents for an acquisition.</p> <p><i>Ask the requirements manager to re-evaluate the requirement when initial market research indicates commercial or nondevelopmental items other than commercial items might not be available to satisfy agency needs</i></p>
<p>3. Draft a new requirements document.</p> <ul style="list-style-type: none"> • General scope of work • <i>Describe the actual work to be done, write in performance terms and eliminate statements written in design</i> • develop workload estimates, identify personnel requirements: numbers by skill, (wage determinations) • security requirements, hours of operations, observations of utilities, • safety, definitions: provide definitions (canned, standard, or technical) • identify government furnished property or services • identify contractor furnish items, tasks • for example: placement of orders procedures, contractor's response time, reports and records that need to be kept, payment procedures • Include Technical exhibits • Buildings, delivery schedules, maps, blueprints, historical data, background data 	<p>3. The requirements document should yield the best market response (in terms of competition, quality, timeliness, price and the minimum functional need) and should meet the overall standards for this Unit.</p> <ul style="list-style-type: none"> • <i>Existing requirement documents would exclude commercially available or nondevelopmental items (especially items new to the market) that can meet the minimum need at a better price.</i> <p>Prepare any necessary deviations from existing documents</p> <p>When citing an existing standardization document modified by the agency, follow the guidance in Federal Standardization Manual and DOD 4120.3-M, Defense Standardization Program Policies and Procedures.</p>

UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>4. Recommend whether used or reconditioned materials, former Government surplus property, or residual inventory would be acceptable in meeting the need.</p> <ul style="list-style-type: none"> Identify the supplies or their components (if any) that need not be new, along with the necessary details on their acceptability. 	<p>4. Consider the following criteria in making this determination.</p> <ul style="list-style-type: none"> <i>When acquiring commercial items, customary practice in the industry. Do not require new materials if that is contrary to customary commercial practice; and vice versa.</i> Safety of persons or property. Total cost to the Government (including maintenance, inspection, testing, and useful life). Performance requirements. Availability and cost of new materials and components.
<p>5. Make recommendations for inclusion of related elements in the Purchase Request.</p> <ul style="list-style-type: none"> Packaging, packing, preservation, and marking. Inspection and acceptance criteria and requirements. Delivery/shipment requirements. Contract administration requirements. 	<p>5. Recommend all changes necessary to improve the solicitation's ability to yield the best market response (in terms of competition, quality, timeliness, price and the actual minimum functional need).</p> <p><i>In particular, identify changes necessary to incorporate the practices of firms engaged in producing, distributing, and supporting commercial items.</i></p> <p>In respect to packaging, suggest any special requirements that would improve the market's response to the Government's actual minimum functional need.</p> <p>Ensure that delivery and performance schedules in part will encourage small business participation to the extent consistent with the actual requirements of the Government.</p>
<p>6. Include justifications as needed when restrictions apply .</p>	<p>6. Provide sufficient basis for defending the restriction or limited competition if a protest is received.</p>

UNIT 2C REQUIREMENTS DOCUMENTS

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty _____ Develop the *requirements document*.

Conditions _____ Given a product/service description and historical files

Overall Standard(s) _____ The *requirements documents*, as selected, modified, or drafted by the requiring activity after review by the Contract Specialist, are phrased in terms that:

- The market can satisfy.
- *To the maximum extent practicable, describe functions to be performed, the performance required, or essential physical characteristics — rather than design characteristics.*
- *Establish a valid and reliable measurement for determining whether offered supplies or services meet the minimum functional need.*
- Encourage offerors to supply commercial items or (to the extent that commercial items suitable to meet the agency's needs are not available) other nondevelopmental items.
- Enable all available commercial or other nondevelopmental items which can meet the minimum functional need to be considered technically acceptable.
- Exclude all products or services (commercially available or not) from consideration that cannot meet the actual minimum functional need.
- Include restrictive provisions only to the extent necessary to satisfy the minimum needs of the agency or as authorized by law.
- Promote full and open competition, with due regard to the nature of the supplies or services to be acquired.

Evaluator

Name

Title

Date

UNIT 2C - REQUIREMENTS DOCUMENT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 2C - REQUIREMENTS DOCUMENT

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
7.103(k)		Requirement for graphic representations of supplies.
10		Specifications, standards, and other purchase descriptions.
11.003		Requirement that the Government's needs be initially described in functional terms.
11.005		Acceptability of commercial products.
12.1		Delivery and performance schedules.
12.401		Variation in quantity.
19.202-1		Encouraging small business participation in acquisitions.
22.103-3(a)		Scheduling to avoid the necessity of overtime.
23.4		Specifying use of recovered materials.
25.405(b)		No imposition of technical requirements to preclude acquisition of eligible products under the Trade Agreements Act.
52.210-1 thru 7		Clauses on specifications and used materials.

Other KSA's

1. Knowledge of:
 - Types of specifications and the pros and cons of each type (design, functional, performance).
 - Different specification/SOW forms and the pros and cons of each (Federal and Military Specifications, commercial item descriptions, brand name or equal descriptions, purchase descriptions prepared by requiring activities).
 - The impact of different types and forms of specifications and statements of work on inspection and acceptance, and responsibility for performance.
 - The relationship between the specification/SOWs and potential problems and issues in contract administration.
2. Skill at market analysis; knowledge of market segments and product differentiation; knowledge of product life cycles and market evolution (from Marketing).
3. Knowledge of the relationship between specifications and market competition; in terms of barriers to entering markets, predatory and exclusionary tactics; unfair and unethical competition; restraint of trade; and monopolization (from Marketing).
4. **Ability to accurately apply FAR 2.101 definitions for commercial items and nondevelopmental items.**

Other Policies and References (Annotate As Necessary):

UNIT 2C - REQUIREMENTS DOCUMENT

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UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>1. Identify inadequacies in existing requirements documents</p> <ul style="list-style-type: none"> • Failure to indicate salient physical, functional, or other characteristics of items being sought as "Brand Name or Equal." • Restrictive or impractical requirements (in terms of the market's capabilities). • Nonessential or obsolete requirements. • Ambiguous or vague terms. • Unclear division of responsibilities between parties. • Omissions. • Too weakly drafted to screen out inadequate products or services. • Government made responsible for supporting functions that contractors can provide at lower cost. <p>Where necessary, obtain a picture, drawing, diagram, or other graphic representation of the requisitioned supplies.</p>	<p>1. Observe the order of priority at FAR 11.101 in selecting from among existing requirement documents or submit any necessary justifications for using a lower priority requirements document</p> <ul style="list-style-type: none"> • Documents mandated for use by law or regulation pursuant to law. • Performance-oriented documents— <ul style="list-style-type: none"> - Nongovernment standards. - Commercial item descriptions. - Federal specifications and standards. - Military specifications and standards. • Design-based documents— <ul style="list-style-type: none"> - Nongovernment standards. - Federal specifications and standards. - Military specifications and standards. • Agency-unique standards, specifications and related publications issued by the government outside the military or Federal series for the non-repetitive acquisition of nondevelopmental items. <p><i>Question any aspect of the requirement that prevents use of commercial or nondevelopmental items.</i></p> <ul style="list-style-type: none"> • <i>Use of design characteristics for requirements that can with equal or greater validity and reliability be cast in terms of functions, performance, or essential physical characteristics.</i> • <i>Specification of a particular brand-name, product, or a feature of a product that is peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company.</i> <p><i>Only accept a "brand-name" specification if:</i></p> <ul style="list-style-type: none"> • <i>Market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or can not be modified to meet, the agency's minimum needs, AND</i> • <i>The requiring activity provides an approved J&A for other than full and open competition</i>
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UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>2. Review information from market research — with special emphasis on:</p> <ul style="list-style-type: none"> • <i>Whether commercial or nondevelopmental items can satisfy the stated requirement.</i> • <i>Requirement documents used in past Federal contracts for the same or like requirements and problems (if any) related to those documents (e.g., the document precluded the acquisition of commercially available items).</i> • <i>Feedback from suppliers on requirements documents , e.g.:</i> <ul style="list-style-type: none"> - <i>Restrictive.</i> - <i>Includes nonessential preferences.</i> - <i>Obsolete.</i> - <i>Vague.</i> 	<p>2. Ensure that appropriate market research has been conducted before developing new requirements documents for an acquisition.</p> <p><i>Ask the requirements manager to re-evaluate the requirement when initial market research indicates commercial or nondevelopmental items other than commercial items might not be available to satisfy agency needs</i></p>
<p>3. Draft a new requirements document.</p> <ul style="list-style-type: none"> • General scope of work • <i>Describe the actual work to be done, write in performance terms and eliminate statements written in design</i> • develop workload estimates, identify personnel requirements: numbers by skill, (wage determinations) • security requirements, hours of operations, observations of utilities, • safety, definitions: provide definitions (canned, standard, or technical) • identify government furnished property or services • identify contractor furnish items, tasks • for example: placement of orders procedures, contractor's response time, reports and records that need to be kept, payment procedures • Include Technical exhibits • Buildings, delivery schedules, maps, blueprints, historical data, background data 	<p>3. The requirements document should yield the best market response (in terms of competition, quality, timeliness, price and the minimum functional need) and should meet the overall standards for this Unit.</p> <ul style="list-style-type: none"> • <i>Existing requirement documents would exclude commercially available or nondevelopmental items (especially items new to the market) that can meet the minimum need at a better price.</i> <p>Prepare any necessary deviations from existing documents</p> <p>When citing an existing standardization document modified by the agency, follow the guidance in Federal Standardization Manual and DOD 4120.3-M, Defense Standardization Program Policies and Procedures.</p>

UNIT 2C - REQUIREMENTS DOCUMENTS

Tasks

Related Standards

<p>4. Recommend whether used or reconditioned materials, former Government surplus property, or residual inventory would be acceptable in meeting the need.</p> <ul style="list-style-type: none"> Identify the supplies or their components (if any) that need not be new, along with the necessary details on their acceptability. 	<p>4. Consider the following criteria in making this determination.</p> <ul style="list-style-type: none"> <i>When acquiring commercial items, customary practice in the industry. Do not require new materials if that is contrary to customary commercial practice; and vice versa.</i> Safety of persons or property. Total cost to the Government (including maintenance, inspection, testing, and useful life). Performance requirements. Availability and cost of new materials and components.
<p>5. Make recommendations for inclusion of related elements in the Purchase Request.</p> <ul style="list-style-type: none"> Packaging, packing, preservation, and marking. Inspection and acceptance criteria and requirements. Delivery/shipment requirements. Contract administration requirements. 	<p>5. Recommend all changes necessary to improve the solicitation's ability to yield the best market response (in terms of competition, quality, timeliness, price and the actual minimum functional need).</p> <p><i>In particular, identify changes necessary to incorporate the practices of firms engaged in producing, distributing, and supporting commercial items.</i></p> <p>In respect to packaging, suggest any special requirements that would improve the market's response to the Government's actual minimum functional need.</p> <p>Ensure that delivery and performance schedules in part will encourage small business participation to the extent consistent with the actual requirements of the Government.</p>
<p>6. Include justifications as needed when restrictions apply .</p>	<p>6. Provide sufficient basis for defending the restriction or limited competition if a protest is received.</p>

UNIT 3 - COR WORKPLAN

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Prepare a COR Workplan. Establish a Contract Administration File..
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Conditions	Given the contract file and contact with technical and other support personnel.
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Overall Standard(s)	Assigned tasks are clearly defined and workable. Milestones related to assigned tasks are clearly flagged. <i>Strategy for recording contractor's performance in the agency file has been identified.</i>
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Evaluator

Name

Title

Date

UNIT 3 - COR WORKPLAN
(August 15, 1995)

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 3 - COR WORKPLAN

(August 15, 1995)

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
4.803		Contracting office contract files.
42.1		Interagency contract administration and audit services.
42.2		Assignment of contract administration.
42.3		Contract administration office functions.
42.6		Corporate administrative contracting officers.
42.11		Production surveillance and reporting.
46.408		Single agency assignments of Governmentwide contract quality assurance.
47.105		Transportation assistance.

Other KSA's

1. Knowledge of :

- The elements of contract administration plans and the rationale for developing such plans.
- Contract administration activities and the delegation of authority for administering contracts.
- Other supporting offices (e.g., property specialists, transportation assistance, etc.).

2. Ability to identify contract clauses that affect the preparation of contract administration plans (e.g., by specifying when or where the contractor is to report, perform, notify, and/or deliver and by specifying when or where the Government is to furnish property, notify the contractor, et. al.). Examples include clauses on:

- Furnishing of Government property (e.g., 52.245-2 and 4).
- Progress Reporting (e.g., 52.232-20 and 242-2).
- First article testing (52.209-3 and 209-4).
- Delivery schedules (52.212-1 through 3).
- FOB points (e.g., 52.247-29 through 44).
- Inspection (e.g., 52.246-2 through 246-4).
- Payment (e.g., 52.216-7, 232-1, and 232-16).
- Options (e.g., 52.217-6 through 9).

Other Policies and References (Annotate As Necessary):

UNIT 3 COR WORKPLAN

Tasks

Related Standards

1. Identify the scope of work to be performed as authorized in the Appointment Memorandum	1. Names, roles, authorities and limits on authority of contract administration team members. Notice should be complete and accurate. No delegates for authority reserved for the contracting officer was made. Instructions should be correct and complete. Correctly explain the doctrine of constructive changes and potential consequences to the contractor, the Government, and the representative of transcending limits on authority.
2. Establish the COR file. File should include copies of: <ul style="list-style-type: none"> • Appointment Memorandum • Purchase request (including any amendments) • Contract (including any modifications) • Copy of the Contracting Officer's Contract Administration Plan/Milestones • Surveillance plan • Delivery/task orders issued against the contract 	2. File must be complete and sufficient to support the actions taken by contracting officer and COR. File should include a copy of all correspondence between Government, including contracting office, and the Contractor <ul style="list-style-type: none"> - special instructions from CO - questions regarding the terms & conditions - CO interpretations of the terms & conditions - Contractor travel requests/approvals
3. Identify relevant data from the file: <ul style="list-style-type: none"> • type of contract/agreement • funds obligated/available for payment • Period of Performance and priority of the requirement • Contractor's milestone schedule • Contract clause/provisions and other terms and conditions critical to performance • Contractor POCs • Statement of Work • Contractor's proposal <ul style="list-style-type: none"> -Labor categories -Manufacturing processes -Performance procedures -Quality assurance procedures -subcontracts -material -travel -profit/fee • Contract Line Items (deliverables, supplies, services, equipment data, etc.) to include option quantities/items/periods • Fee arrangements (award fee/incentive fee) • Security classification guidance • Government property and schedule for delivery/availability to contractor • Inspection and acceptance procedures • Processing of invoices for payment 	3. All contract provisions affecting price, quantity, quality and delivery are identified.

UNIT 3 COR WORKPLAN

Tasks	Related Standards
<p>4. Discuss administration issues with Contracting Officer</p> <ul style="list-style-type: none"> • Share acquisition history with the requiring activity. • Identify and rank the priorities. 	<p>4. Ask questions regarding instructions of assigned roles, responsibilities, and limits of authority.. Obtain clarifications of instructions in writing, where necessary.</p>
<p>5. Determine the extent of performance monitoring factors to consider:</p> <ul style="list-style-type: none"> • Criticality of the requirement. • Contract requirements for reporting progress and performance. • Contract performance schedule. • Contractor's production or performance plan. • Data provided in the Agency Past Performance file. 	<p>5. Monitoring for contracts for commercial supplies should focus only on delivery terms.</p> <p>Adjust the level of performance monitoring on other contracts on:</p> <p>Contractor's experience with the contract supplies or services. The contractor's financial capability. Knowledge of the contractor's past performance</p>
<p>6. Prepare a COR Workplan</p> <p>Include items such as:</p> <ul style="list-style-type: none"> • A listing of contract terms and conditions related to administration. • Contract milestones. • Contractor reporting procedures. • Quality assurance guidelines (from requiring activity). • Inspection and acceptance process (from requiring activity). • Names, roles, authorities, and limits on authority of contract administration team members. • Milestones for reports from contract administration team members. • <i>Recording performance in the agency past performance file</i> 	<p>6. The plan should be complete and enable tracking of delivery requirements. The plan should also be consistent with contract terms and conditions. The file should include a copy of all correspondence between the Government, including contracting office, and the contractor. For example:</p> <ul style="list-style-type: none"> • special instructions from CO • questions regarding the terms & conditions • CO interpretations of the terms & conditions • Contractor travel requests/approvals <p><i>Plan should address how, when, and who will complete the contractor performance report. At a minimum, input should be provided every 6 months with a final evaluation at the end of contract. Plan should also address who will obtain contractor's rebuttal - CO or COR.</i></p>
<p>7. Update Contract Administration File</p>	<p>7. Pertinent relevant documents will be placed on file as event occurs.</p>

UNIT 4 POST-AWARD ORIENTATIONS

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Assist the contracting officer in postaward orientations for contractors.
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Conditions	Given relevant documents (e.g., the solicitation, the contract, the offer, the price negotiation memorandum, records on the contractor's previous experience with Government contracts) and contractor inquiries.
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Overall Standard(s)	The contractor is correctly informed of all postaward rights, duties, and milestones of both parties that affect substantial performance. All potential issues that may affect substantial performance are identified and resolved. <i>Contractor is informed of rebuttal rights to negative performance reports to be recorded in agency past performance file</i> The resolution of each issue is fully documented in a postaward report.
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Evaluator

Name

Title

Date

UNIT 4 POST-AWARD ORIENTATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 4 POST-AWARD ORIENTATIONS

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
4.7		Contractor records retention.
4.403(c)		Informing contractors of security classifications and requirements,
22.102		Federal and state labor requirements — encouraging contractors to cooperate with Federal and State agencies responsible for enforcing labor requirements and to use the US. Employment Service and local Statement employment offices.
22.608-5		Furnishing the contractor with DOL WH-1313, Notice to Employees Working on Government contracts.
22.805(b)		Furnishing the contractor with the poster “Equal Opportunity is the Law.”
22.901		Information regarding Federal policies on nondiscrimination because of age.
22.1018		Notifying service employees of minimum wages and fringe benefits (e.g., through DOL WH-1313, Notice to Employees Working on Government contracts.)
22.1020		Seniority lists.
22.1304		Dept. of Labor notices and reports re: special disabled and Vietnam era veterans.
22.1404		Dept. of Labor notices re: employment of the handicapped.
42.5		Postaward orientations.
42.1401		Instructing contractors on carrier services and equipment.
52.202-1		Definitions.
52.214-29		Order Of Precedence.
52.215-33		Order Of Precedence.

Other KSA's

1. Knowledge of:

- Essential elements of a contract.
- Legal principles regarding work statements and specifications; principles for interpreting the language of a contract.
- Clauses and legal principles regarding the contractor's rights, conditions, and duties of performance under contract (e.g., inspection, delivery, acceptance, modifications, et al.).
- Differences between agreements on interpretation and contract modifications.
- Constructive change.
- Risk assumption and techniques for reducing level of risk of both parties.
- The contractor's duty to perform notwithstanding the fact of a postaward orientation.
- The Government's options (including pros, cons, and related policies) when agreements cannot be reached on issues that may affect substantial performance.
- The Freedom of Information Act.

2. Ability to present an overview of Government contract administration, in terms of contractor rights, duties, and milestones.

Other Policies and References (Annotate As Necessary):

UNIT 4 POST-AWARD ORIENTATIONS

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UNIT 4 POST-AWARD ORIENTATIONS

Tasks

Related Standards

<p>1. Identify all issues that may affect substantial performance. Consider such factors as:</p> <ul style="list-style-type: none"> • Nature and extent of the preaward survey and any other prior discussions with the contractor. • Type, value, and complexity of the contract. • Complexity and acquisition history of the product or service. • Requirements for spare parts and related equipment. • Urgency of the delivery schedule and relationship of the product or service to critical programs. • Length of the planned production cycle. • Extent of subcontracting. • Contractor's performance history and experience with the product or service. • Contractor's status, if any, as a small business or small disadvantaged business concern. • Contractor's performance history with small business and small minority business subcontracting plans. • Safety precautions required for hazardous materials or operations. • Complexity of the financing arrangements. 	<p>1. Recognize risks to both the contractor and to the Government from the contractor's inexperience.</p>
<p>2. Attend the Contracting Officer's briefing for the orientation.</p> <ul style="list-style-type: none"> • discuss key issues and the agenda • • understand role of the COR at the orientation • <i>discuss monitoring and evaluation of performance for recording in agency past performance file.</i> 	<p>2. Clearly express the Government's expectations on each issue that may affect substantial performance.</p>
<p>3. Assist the contracting officer at the orientation</p> <ul style="list-style-type: none"> • Provide advice on general instructions on contract administration and the contractor's rights and duties, <i>including rebuttal rights for negative performance reports</i> • Concur with milestones and on the interpretation of any other key provisions in question: Performance, delivery, payment, etc. 	<p>3. Changes to the contract are not made. Do not bind the Government in any way that alters the contract. Respond to questions when permitted by the contracting officer or presiding official.</p>
<p>4. Review on Contracting Officer's report of the postaward conference. Report should Include:</p> <ul style="list-style-type: none"> • The names and affiliations of all participants. • All items discussed. • Areas requiring resolution. • Names of participants assigned responsibility for further actions. • Due dates for the actions. 	<p>4. Notify Contracting Officer of any omissions or deficiencies.</p>

UNIT 4 POST-AWARD ORIENTATIONS

Tasks

Related Standards

<p>5. Recommend courses of action when an agreement on a key issue cannot be reached.</p> <ul style="list-style-type: none">• Propose a modification to the contract• do nothing, let co decide• prepare an interpretation of key issue	
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UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Certification for Part A: Compliance with the Schedule

Duty	<ol style="list-style-type: none">1. Monitor performance under the Schedule (UCF §A-H) by both the contractor and Government personnel.2. Perform monitoring actions as authorized by the contracting officer or administrative contracting officer.3. Inform the contractor of any problems or potential breaches, and4. Resolve the problem informally if possible and <i>document the steps taken by the contractor in the agency past performance file.</i>5. <i>Obtain contractor's rebuttal to negative performance that will be recorded in agency past performance file.</i>
Conditions	Given a contract, the contract administration plan (if any) the COR Workplan, and any other related document referenced in the contract.
Overall Standard(s)	<p>Properly enforce all contract and procedural requirements. Monitor actions of other support personnel to preclude constructive changes, excusable delay, and other avoidable postaward problems. Identify and document performance problems and other potential breaches and report them to the contracting officer for correction as early as they occur. Accurately assess the impact of potential problems on performance and delivery requirements. Accurately assess the impact of potential problems on compliance with contracting clauses. Monitor compliance with the subcontracting plan by verifying contractor assessments when directed by the Contracting Officer of results. <i>Monitor compliance with the Clean Air Act, the Federal Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, or the Federal Water Pollution Control Act. and "Contract Work Hours and Safety Standards Act — Overtime Compensation", when acquisition for commercial items was employed.</i></p> <p><i>Compile data on performance in the agency-specific past performance information file. Performance monitoring data should be sufficient for use in future source selections.</i></p>

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Certification for Part B: Monitoring Costs

Duty	Recommend the best course of action when notified of a potential cost overrun.
Conditions	Given (1) a Cost Reimbursement, Time and Materials, or Labor Hour contract, (2) a notice from the Contractor under FAR 52.232-7 or 52.232-20 regarding costs expected to be incurred, (3) progress reports, and (4) other data from performance monitoring .
Overall Standard(s)	<p>In each case, select the course of action that best:</p> <ul style="list-style-type: none">• Minimizes risk to the Government of incomplete performance.• Obtains maximum performance within funds available to the program office. <p>Correctly prepare the proper document to notify and instruct the contractor on the selected course of action. <i>Keep an adequate record of how the contractor contained (and forecasted) costs for inclusion in the Past Performance Information file.</i></p>

Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
4.7		Contractor records.
8.203-2 8.203-3		Rejection of orders for jewel bearings.
8.405-3		Inspection of items acquired through the Federal Supply Schedule program.
8.705-4 8.708 8.710-712 8.714		Inspection and acceptance of items ordered from workshops for the blind and other severely handicapped; resolving problems with the orders.
15.707(b)		Equitable adjustments for changes in a make-or-buy category that results in more economical performance.
19.705-7		Liquidated damages for violations of subcontracting plans.
22.103-4(f)		Requests to pay overtime.
22.2		Convict labor; restrictions on employment by contractors.
22.301 22.303 22.304 22.406-8 22.406-9		Investigating alleged violations of the Contract Work Hours and Safety Standards Act and enforcing the Act (no laborer or mechanic doing any part of the work contemplated by the contract shall be required or permitted to work more than 40 hours in any workweek unless paid overtime).
22.804-1 22.808		Complaints alleging violations of EO 11246 (equal employment opportunity) and enforcing the Order.
22.9		Resolving complaints of discrimination because of age.
22.1019		Classifying employees not covered by a wage determination.
22.1022 - 1026		Enforcing FAR 52.222-40 or 41 (Service Contract Act).
22.1301 22.1304 through 22.1306		Resolving complaints about the administration of the Vietnam War Veterans Readjustment Act and enforcing the Act.
22.1400- 1401 and 1405-1406		Enforcing FAR 52.222-36 (Affirmative Action for Handicapped Workers).
23.107		Reporting noncompliance with clean air or water standards.
23.300 - 302		Obtaining data from contractors on hazardous materials prior to delivery of same.
23.506		Enforcing requirements for a drug-free workplace.
25.6		CO's responsibilities for obtaining duty-free entry of supplies.
25.7		Restrictions on certain foreign purchases; enforcing the clause at 52.225-11, Certain Communist Areas.
27.104		General guidance on patents, data, and copyrights.
27.201-1 27.202-1 27.203-1		Claims of infringement of patents when the Government has authorized or consented to the manufacture or use of a patented invention.
27.207-1		Determining the security classification of a contractor's patent application.

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

27.300 - 302 27.304-1 27.304-4 27.304-5 27.305		Administering terms and conditions with respect to inventions made in the performance of work under a Government contract or subcontract if a purpose of the contract or subcontract is the conduct of experimental, developmental, or research work (i.e., terms and conditions with respect to patents).
27.400 - 402 404(f) - (j) 405 - 406		Administering terms and conditions with respect to rights in data and copyrights.
28.301 - 304 307 - 308		Reviewing contractor insurance plans.
38.205		Schedule contract administration.
42.4		Correspondence and visits with the contractor.
42.1104(c) and (d)		Performing surveillance of contractors.
42.1106(b) and (c)		Contractor reports.
43.102(a) 43.104		Notice of constructive changes.
46.1		General policies and responsibilities for inspection and acceptance.
46.401		Government contract quality assurance.
46.5		Acceptance.
46.6		Material Inspection and Receiving Reports.
52.204-2		Enforcing security requirements.
52.207-3		Right of first refusal of employment (A-76 competitions).
52.209-3 and 209-4		First article testing.
52.210-5 and 210-7		Responding to contractor requests to substitute used or surplus materials for new materials.
52.212-1 and 212-2		Delivery times.
52.212-9 and 212-10		Variation in quantity.
52.215-21		Changes or Additions to Make-Or-Buy Program
52.219-9 and 219-10		Small business and small disadvantaged business subcontracting plans.
52.222-1		Notice of labor disputes.
52.222-2		Payment for overtime premiums.
52.222-3		Convict labor.
52.222-4		Contract work hours and safety standards act-overtime compensation.
52.222-20		Walsh-Healy requirements to pay the minimum wage.
52.222-26		Equal Opportunity.
52.222-35 and 222-37		Affirmative action for special disabled and Vietnam era veterans.
52.222-36		Affirmative action for handicapped workers.
52.222-40, -41 & -44		Service Contract Act.
52.223-2		Clean air and water.
52.223-3		Hazardous material identification and material safety data.
52.223-6		Enforcing requirements to maintain a drug-free workplace.
52.224-2		Enforcing the Privacy Act.

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

52.225-10		Executing any required duty-free certificates.
52.225-11		Responding to contractor requests to purchase supplies or services from certain communist areas.
52.225-13		Enforcing restrictions on contracting with sanctioned persons.
52.227-1 to 3 &-10 to -13		Patents.
52.227-14 and 227-16 thru 227-20		Rights in data.
52.228-5 and 228-7		Insurance requirements.
52.237-2		Protection of government buildings, equipment, and vegetation.
52.242-2		Production progress reports.
52.242-12		Reports of shipments.
52.246-1 thru 9 and - 11		Inspection and acceptance clauses.
52.246-15		Certificates of conformance.
52.246-16		Responsibility for supplies.
52.247-29 thru 44; &-48; &-58; &-59; &-61 thru 64)		Delivery terms.
32.702		Anti-deficiency policies.
32.704		Limitation of cost or funds.
32.705-2		Clauses.
52.232-7		Payments under Time-and-Materials and Labor-Hour contracts.
52.232-20		Limitation of cost.
52.232-22		Limitation of funds (incrementally funded cost reimbursement contracts).

Other KSA's

1. Knowledge of contract terms and conditions that involve inspection, acceptance, or other aspects of contract performance (including any special contractual remedies provided in the clause for breach of that clause), including:

- Supplies Or Services And Prices (Uniform Contract Format (UCF) Section B)
- Descriptions/specifications (UCF C)
- Packaging and marking (UCF D)
- Inspection and acceptance (UCF E) and related FAR clauses.
- Deliveries or performance (UCF F) and related FAR clauses.
- Contract administration data (UCF G)
- Special contract administration requirements (UCF H)
- Contract clauses (UCF I)

2. Knowledge of the Anti-Deficiency Act.

Other Policies and References (Annotate As Necessary):

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part A: Monitoring Contractor's Performance

<p>1. Respond to requests from contractors.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Requests to pay overtime per FAR 52.222-2. • Requests to substitute used or surplus materials for new materials (e.g., FAR 52.210-5 and 210-7) • Requests for the applicable labor posters 	<p>1. Correctly identify the contract clause (if any) that matches the request. Resolve the request as provided in the clause. Forward request to contracting officer when outside the delegated authority.</p>
<p>2. Monitor and verify contractor performance for reports to CO.</p> <ul style="list-style-type: none"> • Requiring activity and end users. • Personal site visits/observation of work (scheduled and unscheduled). • Contractor reports (e.g., production progress reports, shop plans, shop travelers, blueprints, stick drawings, wiring diagrams, PERT charts, and subcontract orders) • <i>Complete contractor performance reports as required by the agency for inclusion in the agency Past Performance file.</i> 	<p>2. Conduct monitoring, data collection, as provided in the contract (e.g., FAR clauses at 52.212-1, 212-2, 246-2 through 246-9; 246-11, 246-15, 246-16, 247-29 through 247-44, 247-48, 247-58, 247-61; and 247-62), the contract administration plan, and related FAR provisions (e.g., 46.1, 46.401 and 46.5).</p> <p>Handle correspondence with the contractor and visits to the contractor as prescribed in FAR 42.4.</p> <p>Monitoring must comply with performance requirement summary or surveillance plan</p> <p>PROVIDE TO THE CONTRACTING OFFICER ANY required reports (FAR 42.1106(d)) per milestones in the contract administration plan.</p> <p><i>Use contractor performance measurements as established by the contract and in accordance with the agency mandated "past performance file"</i></p>
<p>3. Identify, investigate, and advise the Contracting Officer of any problems with data rights.</p> <p>Identify and resolve problems related to:</p> <ul style="list-style-type: none"> • Copyrighting of data first produced in the performance of a contract. • Use of copyrighted data not first produced in the performance of the contract. • Release, publication and use of data. • Unauthorized marking of data. • Omitted or incorrect notices. • Inspection of data at the Contractor's facility. • The acquisition of data. 	<p>3. Only take actions to resolve problems when authorized by the contracting officer. Provide timely notice to the contracting officer for resolution when not authorized.</p>

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part A: Monitoring Contractor's Performance

<p>4. Investigate reports or complaints of non-compliance with other terms and conditions and advise CO of any noncompliance to:</p> <ul style="list-style-type: none"> • Labor Laws, Insurance coverage • Protection of the Environment • Privacy • Drug-free workplace • Requests for Overtime Premiums • Security • Subcontracting Plans/Goals. 	<p>4. Only take actions to resolve problems when authorized by the contracting officer. Provide timely notice to the contracting officer for resolution when not authorized. Identify and correctly interpret the applicable clause(s) in Part 52.</p>
<p>5. Document evidence of potential performance problems . Potential sources of relevant data:</p> <ul style="list-style-type: none"> • Personal observation. • The contractor. • Contracting officer representatives. • Auditors. • Quality assurance personnel. • Requiring activity and • End users. <p>Compile performance data for inclusion in the agency Past Performance Information file.</p> <ul style="list-style-type: none"> -Conformance to specifications and to standards of good workmanship -Record of containing and forecasting costs -Adherence to contract schedules, including the administrative aspects of performance -History of reasonable and cooperative behavior and commitment to customer satisfaction General statement regarding the contractor's business-like concern for the interests of the customer 	<p>5. Correctly identify the terms and conditions at issue (if any). Contact only those individuals necessary to verify evidence. Data should be sufficient to identify both the symptoms and causes of any potential problems. Identify and obtain corrections to any Government report (inspection, etc.). Recognize any evidence of potential performance problems or other breach by either contractor.</p> <p>Document the problem and the corrective steps taken by the contractor for inclusion in the agency Past Performance information file. Include contractor's rebuttal information, if any and provide to CO. \</p> <p>Performance Monitoring Data should be sufficient to use in source selections :</p> <ul style="list-style-type: none"> •Quality of Product or service •Timeliness of Performance •Cost Control •Customer Satisfaction <ul style="list-style-type: none"> -Business relationship with Govt. -End User's satisfaction •Contractor's rebuttals, in its own words, if any
<p>6. Notify the contracting officer of potential changes to the contract.</p> <ul style="list-style-type: none"> • PREPARE documentation. • Instruct contractors to submit notices of potential changes as provided in FAR 43.104. • NOTIFY CO of any verbal exchange with the contractor which involves performance, price, and other substantive contract requirements. • Identify other evidence of constructive changes (e.g., through site visits, requests for change orders from the contractor, invoice items, or amounts not contemplated in contract). 	<p>6. Identify and, where possible, forestall changes before official notice from the contractor. Carry out roles and responsibilities within the limits of authority, within time limits established in the contract, and in compliance with FAR 42.1104(d) and 43.102. An evaluation of a contracotp.</p>

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part A: Monitoring Contractor's Performance

<p>7. Recommend solutions to the problem short of invoking a formal contractual remedy</p> <p>Alternatives to a formal contractual remedy:</p> <ul style="list-style-type: none"> • Informal agreement on corrective steps to bring performance back into compliance. • Memorandum of concern to request a written plan from the contractor for correcting performance: <ul style="list-style-type: none"> - Statement of the problem. - Suggested corrective steps. - Response time. - Place for contractor to sign acknowledgment of receipt. • Contract modification 	<p>7. Attempt to reach informal resolutions prior to invoking a formal remedy. Assist the contractor in identifying and solving performance problems. Notify contracting officer in writing of situation. Keep contracting officer abreast of efforts and obtain CO approval when appropriate.</p>
<p>8. If the contractor is unwilling or unable to resolve a problem with its performance, recommend a formal contractual remedy to the contracting officer.</p>	<p><i>8. Document the contractor's inability to resolve the issue for inclusion in the agency Past Performance Information file.</i></p>

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part A: Monitoring Contractor's Performance

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part B: Monitoring Costs in Cost Reimbursement Contracts

Tasks

Related Standards

<p>1. Determine if the contractor is approaching either the (1) estimated cost specified in the Schedule, (2) limit of funds allotted or (3) the ceiling price (Time-and-Materials or Labor-Hour contract).</p> <ul style="list-style-type: none"> • Notice from contractor. • Monitoring/Surveillance Plans 	<p>1. Contractors may only exceed the limits set out in the contract at the risk of not being funded, according to the contract's terms. <i>Document in the agency Past Performance Information file the contractor's ability to maintain and forecast costs.</i></p>
<p>2. Discuss with contracting officer</p> <ul style="list-style-type: none"> • identify alternative courses of action that can be taken • Provide a best estimate of cost to complete and determine whether the sufficient funds will be made available to cover that cost. • Provide a best estimate of time to complete. • Provide a best estimate of minimum steps or tasks yet to be done. • Provide a best estimate of what can be accomplished within current level of funding and whatever additional funds can be provided. 	<p>2. Sufficient information is obtained to select one of the course of action in task 3.</p>
<p>3. Recommend a course of action.</p> <p>Alternatives:</p> <ol style="list-style-type: none"> Provide extra funds/time to complete the contract "as is." Downscope the statement of work to fit remaining funds. Terminate (last resort). Take no action, if the contractor is on schedule in terms of time and money. Deobligate and remove excess funds, if any. 	<p>3. Promptly obtain funding and programming information pertinent to the contract's continuation.</p>
<p>4. Recommend a decision to add funds and/or time to complete the contract "as is."</p>	<p>4. If a cost reimbursement contract, assist the contracting officer in:</p> <ul style="list-style-type: none"> • Meeting with contractor to review the statement of work, verify the remaining tasks, and negotiate the contractor's proposal on cost and time to complete. • Establishing the amount of additional funds required and new delivery date; obtain clearance to obligate additional funds from the financial management division. • Determine the consideration to the Government—ordinarily completion of the contract with no increase in fee.

UNIT 5 MONITOR CONTRACTOR'S PERFORMANCE

Part B: Monitoring Costs in Cost Reimbursement Contracts

Tasks	Related Standards
5. Implement a decision to downscope the statement of work to fit remaining funds. Prepare the revised requirements document for use in the contract modification	
6. If the decision is to terminate the contract, provide technical advise as requested by the Contracting Officer.	
7. If the decision is to take no action because the contractor appears to be on schedule in terms of time and money, record that decision for the file.	
8. If the decision is to deobligate and remove excess funds, prepare the defunding document.	8. If a cost reimbursement contract: <ul style="list-style-type: none"> • Informally notify the contractor of the Government's intent to remove excess funds and obtain feedback from the contractor. • Prepare revised estimate of cost to complete and the amount of excess funds.

UNIT 6 PROPERTY ADMINISTRATION

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties	Monitor the acquisition, control, and disposition of Government property by Government personnel and by the contractor.
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Conditions	Given a contract which provides for Government property.
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Overall Standard(s)	Ensure that all parties comply with the applicable property clauses.
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Evaluator

Name

Title

Date

UNIT 6 PROPERTY ADMINISTRATION

(August 15, 1995)

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 6 PROPERTY ADMINISTRATION

(August 15, 1995)

Policies (expand)

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
28.303		Contractor insurance for government property.
31.205-26 & 40		Costs of Material, Special Test Equipment, and Special Tooling
42.302(a) (26)-(30)		Contract property administration functions.
45.101 & 45.301		Definitions related to Government property.
45.102		General policies on property.
45.103		Responsibility and liability for government property.
45.104		Review and correction of contractor's property control system.
45.105		Records of government property.
45.5		Contractor use and rental of Government property
45.5		Management of government property in the possession of contractors.
45.6		Reporting, redistribution, and disposal of contractor inventory.
52.245-1 245-2 245-4 245-5 245-7 245-10 245-11 245-17 245-18		Government property clauses
52.247-29		FOB point for delivery of government furnished property.

Other KSAs

1. Knowledge of property management.
2. Knowledge of the control requirements for Government property.
3. Knowledge of the disapproval/withdrawal/non-acceptance process for the contractor property control system (PCS).
4. Knowledge of postaward Government property transfer requirements, including contract modifications and the obtaining of consideration.
5. Knowledge of the liability policy and provisions for loss, damage, or destruction of Government property and the assessment for any loss, damage, or destruction.
6. Knowledge of the disposal/disposition priorities for Government property, including transfer and funding.

Other Policies and References (Annotate As Necessary):

PROPERTY ADMINISTRATION

FLOWCHART GOES HERE

UNIT 6 PROPERTY ADMINISTRATION

Tasks

Related Standards

<p>1. Review post award requests for Government property and make recommendations to the CO:</p> <ul style="list-style-type: none"> • whether to provide or authorize use of the property. • whether to authorize rent-free use of the property. • Absent rent-free use, suggest the amount of rent or other consideration. 	<p>1. Correctly identify applicable special restrictions or conditions (e.g., whether the property would be furnished on an "as is" basis). Understand the FAR decision rules for determining whether to provide the property in response to a post-award request. Only recommend rent-free use under the conditions prescribed in FAR 45.404.</p>
<p>2. Monitor delivery of the Government property as stipulated in the contract</p> <ul style="list-style-type: none"> • Upon written notice from the contractor that the property is not in a condition suitable for the intended use, recommend (a) whether to direct the contractor to repair, modify, return, or otherwise dispose of the property and (b) the amount of any related equitable adjustment. • Validate any contractor reports that the property was delivered late 	<p>2. Timely notify the CO whether the Government property is made available according to schedule and that any inconsistencies are readily apparent and able to be remedied.</p>
<p>3. Investigate and document evidence which indicates that Government property has been lost, damaged or destroyed.</p>	
<p>4. Investigate and document evidence of unauthorized use of Government property.</p>	
<p>5. When directed by CO, monitor disposition of the property and report any property disposal problems to the CO.</p> <ul style="list-style-type: none"> - Delivery of the property to the Government, - Transfer the property to another contract, or - Disposition of the property as prescribed by 45.603(a)-(g). 	<p>5. Ensure that FAR priorities are observed for property disposed as prescribed in FAR 45.603. Fund promptly the disposition of hazardous material, sensitive property, and demilitarization.</p>

UNIT 7 - INSPECTION AND ACCEPTANCE

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Certification for Part A: Compliance with the Schedule

Duty	1. Perform inspection and acceptance actions as authorized by the contracting officer or administrative contracting officer. 2. Inform the Contracting Officer of any problems or potential breaches, and
Conditions	Given a contract, the contract administration plan (if any) the COR Workplan, and any other related document referenced in the contract.
Overall Standard(s)	Properly enforce all contract and procedural requirements. Identify and document performance problems and other potential breaches and report them to the contracting officer for correction as early as they occur. Accurately assess the impact of potential problems on performance and delivery requirements. <i>Input agency Past Performance File addressing all requirements of part 42.15.</i>

Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 7 - INSPECTION AND ACCEPTANCE

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 7 - INSPECTION AND ACCEPTANCE

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
4.7		Contractor records.
9.307		First article testing.
46.1		General policies and responsibilities for inspection and acceptance.
46.401		Government contract quality assurance.
46.5		Acceptance.
46.6		Material Inspection and Receiving Reports.
52.209-3 and 209-4		First article testing.
52.212-1 and 212-2		Delivery times.
52.212-9 and 212-10		Variation in quantity.
52.215-21		Changes or Additions to Make-Or-Buy Program
52.246-1 through 52.246-9; 52.246-11		Inspection and acceptance clauses.
52.246-15		Certificates of conformance.
52.246-16		Responsibility for supplies.
52.247-29 through 247-44; 52.247-48; 52.247-58; 52.247-59; and 247-61 through 64)		Delivery terms.

Other KSA's

1. Knowledge of contract terms and conditions that involve inspection, acceptance, or other aspects of contract performance (including any special contractual remedies provided in the clause for breach of that clause), including:

- Supplies Or Services And Prices (Uniform Contract Format (UCF) Section B)
- Descriptions/specifications (UCF C)
- Packaging and marking (UCF D)
- Inspection and acceptance (UCF E) and related FAR clauses.
- Deliveries or performance (UCF F) and related FAR clauses.
- Contract administration data (UCF G)
- Special contract administration requirements (UCF H)
- Contract clauses (UCF I)

Other Policies and References (Annotate As Necessary):

UNIT 7 - INSPECTION AND ACCEPTANCE

Tasks

Related Standards

<p>1. Inspect (or reinspect) and recommend the acceptance of the contractor's work and notify interested parties.</p> <p>Perform audit or verification of a contractor's work procedures by:</p> <ul style="list-style-type: none"> • testing in accordance with appropriate contract clause • evaluate deliverables against contract requirement using <ul style="list-style-type: none"> -predetermined surveillance methods -methods outlined in workplan 	<p>1. Inspections are performed in a timely manner and frequency as specified by the contract. Provide sufficient data to support a finding of satisfactory performance.</p> <p>Document inspection as required by the contract, surveillance plan, workplan, or agency procedures. (e.g., via inspection or receiving report forms or commercial shipping documents and packing lists). Inform the contracting office, requiring activity and other interested parties of the contract's status.</p> <p>Provide sufficient data to support a finding of satisfactory performance.</p> <p>Responsibilities for first article testing per FAR 9.307 and the applicable clause in Part 52 (e.g., 52.209-3 or 52.209-4).</p> <p>Inspect a contractor's reperformance. Contracting Officer is notified of any reinspection costs when appropriate.</p>
<p>2. Determine sufficiency of evidence to reject the work against the specification or requirement of the contract .</p> <p>Addressing such issues as:</p> <ul style="list-style-type: none"> • Has there been implied acceptance by silence, late rejection, or retention and use of goods? • Has there been explicit acceptance? 	<p>2. Correctly determine whether or not there has already been acceptance (express or implied) and whether the Government still has the right to reject.</p> <p>Correctly apply tests to determine sufficiency of the evidence and ensure that the Government is not at fault.</p> <p>(Note: If the Government is at fault, options may include modifying the contract or terminating for convenience.)</p> <p><i>Document rejection(s) in the agency Past Performance Information File. Include the contractor's rebuttal , if any, in the file.</i></p>

UNIT 7 - INSPECTION AND ACCEPTANCE

Tasks

Related Standards

<p>3. Report to CO acceptance of a "minor" nonconformance Recommend acceptance of the nonconforming supplies or services (given an offer from the contractor to provide consideration.) when:</p> <ul style="list-style-type: none"> • The deliverable is safe to use and will perform its intended purpose. • The contract adjustment considered appropriate, including any adjustment offered by the contractor. • Contractor obligation by the terms of a written warranty to make any necessary repairs or corrections at no cost to the Government. 	<p>3. Minor nonconformance does not adversely affect the safety, health, reliability, durability, performance, interchangeability of parts or assemblies, weight, or appearance (where a consideration), or any other basic objective of the specification.</p> <p>If the contractor has shipped an excess quantity, resolve as provided in FAR clause 12.212-10.</p> <p>Accept other minor nonconformances without consideration as provided in FAR 46.407(e) and (f).</p> <p><i>Maintain accurate information in the agency Past Performance Information file on minor discrepancies and corrective actions. Do not overstate minor problems.</i></p>
<p>4. Notify the contracting officer that work was rejected.</p> <ul style="list-style-type: none"> • Identify reasons for rejection. • Advise if the contractor has an opportunity to correct or replace the work or reperform the services within the required delivery schedule • Determine whether to require the contractor to remove the supplies or repair them in place. 	<p>4. Notification should include sufficient data to support a Contracting Officer formal Rejection of Nonconforming Supplies or services, FAR 46.407(g).</p> <p>Suggest a reasonable time to correct deficiencies if not stated in contract.</p> <p>If the correction or replacement or reperformance is accomplished within the required delivery schedule, identify charges for the cost of reinspection and retesting per 52.246-2(e)(2).</p>
<p>5. Assist the Contracting Officer in evaluating the contractor's reply.</p> <p>Potential responses:</p> <ul style="list-style-type: none"> • Proposal to correct the work and/or provide a downward price adjustment. • Proposal that the Government accept the nonconforming supplies or services for consideration. • No reply or refusal to repair the work or offer consideration. 	<p>5. Advise is provided on acceptability of non-monetary consideration or acceptance of nonconforming supplies.</p> <p>Advise on impact by contractor's refusal to repair the work.</p>

UNIT 8 - CONTRACT MODIFICATIONS

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Certification for Part A: Modifications

Duties	Recommend whether a modification is needed. Prepare a technical evaluation of request to modify the contract
Conditions	Given the contract and a request to modify the contract.
Overall Standard(s)	Technical evaluation is sufficient to support a determination the change is not outside the scope of the contract. Understand the types of contract modification that will best satisfy the requirement, given the urgency of the needed change, nature of the change, risk of a unilateral change, progress in trying to reach a bilateral agreement, and the contract's terms and conditions with respect to unilateral change orders. <i>Do not recommend unilateral change unless 52.212-4 Contract Terms and Conditions - Commercial Items provides for such change.</i>

Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 8 - CONTRACT MODIFICATIONS

Certification for Part B: Exercising Options

Duty	Recommend whether or not to exercise the option.
Conditions	Given a contract with an options clause and relevant market data.
Overall Standard(s)	Recommend exercising an option within the time frame established in the contract and only when the option represents the most advantageous offer that in all likelihood would be available from the market.

Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 8 - CONTRACT MODIFICATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 8 - CONTRACT MODIFICATIONS

DOCUMENTATION OF OJT ASSIGNMENT(S)	
Description of Assignment:	
Evaluation:	
Completion Date:	

As needed, insert additional pages to record OJT assignments.

UNIT 8 CONTRACT MODIFICATIONS

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
5.001		The publicizing requirements of Part 5 are not applicable to modifications that are within the scope and under the terms of the contract.
5.202		No requirement to synopsise a contract action made under the terms of an existing contract that was previously synopsized in sufficient detail to comply with the requirements of 5.207 with respect to the current contract action.
9.405-1(b)		No extension of a contract's duration with suspended or debarred contractors.
17.200 and 17.201		Options.
17.207		Exercise of options.
22.605		Compliance with Walsh Healy if the contract is modified to exceed \$10,000.
22.1007		Wage determinations pursuant to options or modifications under the Service Contract Act.
25.10		No exercise of options with firms that are subject to sanctions.
32.702		Anti-Deficiency Act.
42.212-4		<i>Contract Terms and Conditions - Commercial Items</i>
43		Contract Modifications.
48		Value engineering.
52.217-6 through 9		Option clauses.
52.243-1 thru 243-3		Changes clauses.
52.243-6		Change order accounting.
52.243-7		Notification of changes.
52.247-54		Diversions of shipment under F.O.B. destination contracts.
52.248-1		Value engineering.

Other KSA's

1. Business Finance, Commercial Law, and Quantitative Analysis.
2. Knowledge of SF30 (or agency equivalent) and the OF 336.
3. Knowledge of the intent and meaning of the term "scope" and criteria for determining whether a proposed change is within a contract's scope.

Other Policies and References (Annotate As Necessary):

UNIT 8 CONTRACT MODIFICATIONS

Tasks

Related Standards

<p>1. Respond to a request to change the contract:</p> <ul style="list-style-type: none"> • Obtain necessary documentation from contractor • Obtain input from requiring activity and other support personnel • Notify the contracting officer of a pending change 	<p>1. Do not consider any request when:</p> <ul style="list-style-type: none"> • Requiring activity does not concur with contractor's proposal for technical changes. • Lack of funds. • Requirement is no longer needed • A value engineering change is not authorized by the contract <p>Do not use the authority of a value engineering clause to make a change:</p> <ul style="list-style-type: none"> • Only in deliverable end item quantities. • In R&D items or test quantities that are due solely to results of previous testing under the instant contract. • Only to the contract type.
<p>2. Estimate the impact of the proposed change on price, delivery, and performance.</p> <ul style="list-style-type: none"> • Prepare a technical evaluation of the proposed change and its potential impact on overall performance requirements . • Identify whether certified cost or pricing data and/or an audit will be necessary • Estimate impact on price 	<p>2. Technical evaluation is sufficient to support a decision the at the change was</p> <ul style="list-style-type: none"> • within the scope of the contract • not all ready covered by the technical requirements of the contract <p>Do not recommend modifying the contract if the requirement is outside the scope and there is no justification for using a single source .</p> <p>Process value engineering proposals as provided in FAR 48.103. Determine if the contract is for services subject to the Service Contract Act and the modification would change the scope of work.</p>
<p>3. Document the recommendation to the CO</p>	<p>3. Provide sufficient information to support a decision to reject a contractor proposal for a value engineering proposal. Provide sufficient data to support a CO's decision to modify the contract</p>

UNIT 8 CONTRACT MODIFICATIONS

Tasks

Related Standards

<p>4. Suggest the type of modification.</p> <p>Alternatives:</p> <ul style="list-style-type: none"> • Supplemental agreement. • Change Order under one of the Changes clauses (e.g., FAR 52.243-1 through 243-3). • Unilateral change under a different clause (often in the form of a decision under the Disputes Clause when a bilateral agreement cannot be negotiated). Examples of such clauses include those related to: <ul style="list-style-type: none"> - Options (see Part B). - Stop Work . - Remedies - Price or fee adjustments . - Cost Accounting Standards . - Defective Pricing). - Termination . • An "administrative" change (i.e., a unilateral contract change, in writing, that does not affect the substantive rights of the parties—such as a novation agreement, change-of-name agreement, a change in the address of the Paying Office, etc.). 	<p>4. Suggest the alternative that is most likely to satisfy the requirement, considering:</p> <ul style="list-style-type: none"> • The applicable contract clause (if any). • Impact (if any) on the substantive rights of the parties (i.e., would it entitle the contractor to an equitable adjustment?). • Leadtime for negotiating and executing a supplemental agreement (during which the contractor may be doing unnecessary work at Government expense). • Urgency of obtaining the requirement as modified by the change. • Risk of a unilateral change (in terms of potential disputes and other problems). • Progress (or lack of progress) in trying to reach a bilateral agreement. <p><i>Do not issue unilateral change unless 52.212-4 Contract Terms and Conditions - Commercial Items provides for such change.</i></p>
<p>5. Assist the CO in preparing the negotiation objectives, strategies and tactics.</p>	

UNIT 8 CONTRACT MODIFICATIONS

Part B Options

Tasks

Related Standards

1. Identify available options.	B1. Review all options prior to the established dates for exercising them, with sufficient leadtime to verify the need and research current market prices.
2. Determine the need for additional supplies or services (or continuing the provision of services for a specified period of time) covered by the option.	B2. Verify (1) that the requirement covered by the option fulfills an existing Government need and (2) the availability of funding for exercise of the option.
3. Determine whether a synopsis is required for the option.	B3. Do not synopsise if the synopsis for the original contract provided sufficient detail on the existence of the option clause or if another synopsis exception applies (per FAR 5.202).
4. Research the market place for latest pricing trends. Notify CO when this information is not available through market research techniques.	B4. Exercise options if market research confirms that the option price would be lower than prices likely to be offered by other vendors or that the option otherwise represents the most advantageous offer, taking into consideration such factors as: <ul style="list-style-type: none">• Any economic price adjustment clause that affects the option price.• The need for continuity of operations.• Potential costs of disrupting operations.
5. Document the file and provide written data to support your recommendation to the CO.	

UNIT 9 DELAYS

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties Determine whether the delay is excusable

Conditions Given the contract and evidence of performance delays.

Overall Standard(s) Correctly distinguish delays that are beyond the contractor's control and are without the fault or negligence of the contractor. Negotiate reasonable consideration. *Document actions taken by the contractor in the agency Past Performance file.*

Evaluator

Name

Title

Date

UNIT 9 DELAYS

(August 15, 1995)

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 9 DELAYS

(August 15, 1995)

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
8.708(c)		Failure of an ordering office to furnish bills of lading or designate a method of transportation may result in an excusable delay when ordering for workshops for the blind and other severely handicapped.
12.504		Government delay of work.
22.101-2(b)		When a work stoppage can be considered an excusable delay.
33.213		Obligation to continue performance—even when the contractor has filed a claim.
49.401(b)		No termination for default if the delay was excusable.
52.212-15		Government delay of work.
52.249-8 and 52.249-9		Default clauses (including language on excusable delays).
52.249-14		Excusable delays (under cost reimbursement contracts).

Other KSA's

1. Knowledge of criteria and conditions for distinguishing excusable from nonexcusable delay.
2. Knowledge of typical examples of excusable delays (e.g., acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes (but see FAR 22.101-2(b)), freight embargoes, unusually severe weather, and defaults by subcontractors when supplies or services in question could not have been obtained from other sources in sufficient time to meet the required delivery schedule).
3. Knowledge of what damages are recoverable (Government negligence or fault) and not recoverable (neither party at fault).

Other Policies and References (Annotate As Necessary):

UNIT 9 DELAYS

Tasks	Related Standards
1. Obtain and verify evidence of performance delay or investigate a contractor's claim under the clause at FAR 52.212-15.	<p>1. Upon notice of an unordered delay or interruption covered by the clause at 52.212-15, act to end the delay or take other appropriate action as soon as practicable. However, do not use that clause to order a suspension, delay, or interruption of the contract work or as the basis or justification for such an order. If the delay is the consequence of a change order, handle the equitable adjustment as provided in the changes clause.</p> <p><i>Under the required clause at FAR 52.212-4 for acquiring commercial items, contractors must notify the Government when there will be an excusable delay. Failure to notify the Government as soon as reasonably possible could result in termination for cause. Contractors cannot use "excusable delay" as defense if they fail to notify the Government about the excusable delay when it occurred. The only exception is if the contractor actually was not able to notify the Government immediately (e.g., delay due to a fire or flood). (94-790)</i></p>
<p>2. Identify the type of delay.</p> <ul style="list-style-type: none"> • Excusable. • Nonexcusable (in which case, informally resolve the problem or invoke a formal remedy. • Co-mingled (in which case, informally resolve the problem or invoke a formal remedy for the nonexcusable period of delay). 	<p>2. Correctly distinguish delays that are beyond the contractor's control and are without fault or negligence of the contractor. Identify concurrent delays (i.e., delays resulting from <u>both</u> excusable and nonexcusable causes). Correctly apply the criteria in FAR 22.101-2(b) to determine whether a strike constitutes an excusable delay.</p> <p>For nonexcusable delays, the onus is on the contractor to demonstrate ability to comply with the delivery schedule or offer consideration. <i>Document contractor's actions in the agency Past Performance file.</i></p>

UNIT 9 DELAYS

Tasks

Related Standards

<p>3. Provide data to support a finding of facts on the delay (factual support of a determination that the delay was excusable at least in part).</p> <ul style="list-style-type: none"> • Description of the delay. • A list of persons with factual knowledge of the delay. • Relevant statements or evidential facts. • A history of performance, indicating when work under the contract began. • Progress made to date. • Reasons for believing the delay is excusable and determination on any nonexcusable part of the delay. • Extent to which the Government might be liable for recoverable damages associated with the delay. • The contractor's remaining obligations. • The contractor's expectations regarding completion. 	<p>3. Consult the requiring activity, if different, in:</p> <ul style="list-style-type: none"> • Estimating a reasonable period of additional time to perform, • Identifying potential alternatives, and • Considering the pros and cons of each such alternative (e.g., need for a bilateral modification and any likely equitable adjustment in price to implement the alternative). <p><i>Reasons for excusable delay are broader and more lenient under FAR 52.212-4 than under the default clauses prescribed by Part 49. The standard changes from “causes beyond the control and without the fault or negligence” to “beyond the reasonable control of the Contractor and without its fault or negligence”. In particular, FAR 52-212-4 expressly cites “delays of common carriers” as justifying a finding of excusable delay under 52.212-4, which is NOT a cited justification in Part 49 clauses. (94-790)</i></p>
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UNIT 10 STOP WORK

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties

1. Determine the need to stop work.
2. Provide data to issue stop work orders.
3. Provide data to resume work orders.

Conditions

Given the relevant documents (the contract, data on the contractor's actual cost experience to date, etc.) and evidence of a need to stop work.

Overall Standard(s)

- Stop work when necessary to:
- Prevent incurrence of unnecessary cost (especially when the Government no longer has a need for the requirement).
 - Minimize the risk of incomplete or unsatisfactory performance.
 - Institute changes in design or production methods that will better meet the requirement.

Evaluator

Name

Title

Date

UNIT 10 STOP WORK

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 10 STOP WORK

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
12.501 and 12.503		Stop work orders.
52.212-13		Stop Work Order

Other KSA's

1. Knowledge of benefits to contractor from complying with an oral stop work order even though such orders, given orally, have no legal standing.
2. Skill at building working partnerships with contractors in accomplishing common goals.
3. Skill at "making the contractor whole," for any loss incurred from stoppage--whether or not a legal remedy or duty exists.
4. Knowledge of typical reasons for using a stop work order.
5. Knowledge of consideration..

Other Policies and References (Annotate As Necessary):

UNIT 10 STOP WORK

UNIT 10 STOP WORK

Tasks

Related Standards

<p>1. Identify a potential need to stop work .</p> <ul style="list-style-type: none"> • Initiation by the Government (e.g., when the Government cannot furnish property or services per the contract schedule; when the contracting officer has received a request by quality assurance personnel to stop the line and calibrate tools; when terminating for default—provided that the stop work order is not used in lieu of a termination notice). • Initiation by contractor (e.g., the Government needs time to consider a proposal under the value engineering clause that would incorporate a production or engineering break-through). • Initiation by requiring activity (e.g., for consideration of contract modifications that would substantially change the end product). 	<p>1. Correctly recognize conditions under which a stop work order might be in the Government's interest. Only issue stop work orders if there is such a clause in the contract and if it is advisable to suspend work pending a decision by the Government and a supplement agreement providing for the suspension is not feasible.</p>
<p>2. Determine the impact of a stop work order.</p> <ul style="list-style-type: none"> • Monetary . <ul style="list-style-type: none"> - Labor (pay for idle time). - Damage to perishable goods. - Overhead (e.g., inventory, indirect labor, etc.). • Delay in meeting performance requirement. 	<p>2. Maximum of 90 days for unilateral stoppages under the stop work clause at 52.212-13. Any further extension must be made through a supplemental agreement.</p>
<p>3 Document whether or not to stop the work.</p> <ul style="list-style-type: none"> • Origin, purpose, and benefits of stopping the work. • Cost. • Alternatives to stopping the work (if any). • Why the stop order (rather than a supplemental agreement) should be used. 	<p>3. Recommend the most cost effective or practical solution to the problem, in terms of the program requirement.</p>
<p>4. When authorized by the Contracting Office, issue the oral or written stop work order and obtain the contractor's signature.</p> <p>Include:</p> <ul style="list-style-type: none"> • A description of the work to be suspended. • Guidance on actions to be taken on any sub-contracts. • Effective date and time. • Resume "on or about." • Nature or reason. • The contractor's right to file a claim under the clause at 52.212-13. 	<p>4. Do not issue oral stop work order unless written followup is provided. Oral instructions to stop work are not binding until the written follow-up has been received. The written stop work order should conform to FAR 12.503.</p>

UNIT 10 STOP WORK

Tasks

Related Standards

<p>5. Discuss the stop work order with the contractor and modify the order, if necessary, in light of the discussion.</p> <ul style="list-style-type: none"> • Present the reason for the stoppage. • Obtain an estimate of labor and other costs of expected stoppage. • Present alternatives considered by Government and obtain the contractor's feedback (additional alternatives and additional data bearing on considered alternatives). • Effective date and time; resume "on or about." 	<p>5. Give the contractor an opportunity to provide alternatives. Correctly explain what costs the contractor is entitled to recover for the stoppage. Reach a bilateral agreement in writing to any extension of the work stoppage beyond 90 days.</p>
<p>6. Recommend to the CO when work can resume.</p>	<p>6. Any recommendation to terminate should be made within the period of the stop work order.</p>
<p>7. Submit data to contracting officer for any modifying the contract</p> <p>Based on:</p> <ul style="list-style-type: none"> • The contractor's claim for an equitable adjustment in the delivery schedule, price, or both under the Stop-Work Order clause. • Changes, if any, in the Government's requirement (e.g., resulting from acceptance of a value engineering proposal). 	<p>7. Data is technically sufficient to support the modification.</p>

UNIT 11 CLAIMS

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Analyze and recommend settlement positions and prepare a report for the Contracting Officer'
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Conditions	Given a contract and a claim from a contractor.
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Overall Standard(s)	Correctly determine the validity of the claim and prepare a proper and complete report. Protect the Government's interests while treating the contractor fairly and equitably within the terms of the contract.
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Evaluator

Name

Title

Date

UNIT 11 CLAIMS

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 11 CLAIMS

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
8.405-7		Disputes under a Federal Supply Schedule.
22.1026		Disputes regarding labor standards requirements of the contract.
33.2		Disputes and appeals.
43.104		Notification of contract changes.
52.233-1		Disputes.
52.243-7		Notification of changes.

Other KSA's

1. Commercial Law.
2. Contract Disputes Act of 1978.
3. Types of claims and typical grounds of claims.

Other Policies and References (Annotate As Necessary):

UNIT 11 CLAIMS

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UNIT 11 CLAIMS

Tasks

Related Standards

<p>1. As requested by the Contracting Officer, provide supporting data for and of the following elements of the Contracting Officer's Decision:</p> <ul style="list-style-type: none"> • Description of the claim or dispute. • Reference to the pertinent contract terms. • Statement of the factual areas of agreement or disagreement. • Statement of Contracting Officer's decision with supporting rationale. • Contractor appeal rights. • Demand for payment if the decision results in a finding that the contractor is indebted to the Government.¹ 	<p>1. The facts and logic should be sufficient, standing alone, to support the Government's position and refute any contrary position in the contractor's written claim.</p>
<p>2. Provide input for the Government's position on the claim.</p> <ul style="list-style-type: none"> • Recommend a position: <ul style="list-style-type: none"> - Reject in whole. - Partially accept. - Accept in whole. • Refer suspected fraudulent claims for investigation 	<p>2. The Government's position should be based on facts submitted by contractor with the written claim (and not on any other information that may have been provided by the contractor in discussions or other forms). Develop questions to collect additional data (if any) from the contractor necessary to validate the claim.</p>
<p>3. If the contractor appeals to the agency's Board, assist in the preparation of a claims file as requested by the Board.</p>	
<p>4. If contractor appeals to the court, assist in the preparation of a claims file as requested by the appeals court.</p>	
<p>5. Participate in appeal proceedings as requested by the agency's counsel, Board, or Court.</p>	

¹FAC 84-51.

UNIT 12 REMEDIES

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duties Recommend a formal contract remedy to the Contracting Officer.

Conditions Given the contract, price negotiation memoranda, the contractor's proposal, evidence of performance problems, and documentation of informal attempts to resolve the problems.

Overall Standard(s) Recommend the remedy that will best minimize the impact of the contractor's performance problems on the requirements, delivery schedule, and cost. *Document all decisions and contacts with the contractor sufficient to support the Government's position in the disputes or court proceedings.*

Evaluator for All Parts

Name

Title

Date

UNIT 12 REMEDIES

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

As needed, insert additional pages to record OJT assignments.

UNIT 12 REMEDIES

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
8.405-4 and 8.408		Remedies for problems with Federal Supply Schedule contractors.
12.202(c)-(d) and 22.302		Liquidated damages and liquidated damages for under-payment of overtime.
12.401(c)		Variations in quantity—resolution of.
22.809		Failure to comply with 52.222-26—Equal Opportunity
22.1022 and 1023		Failure to comply with the Service Contract Act.
22.1307		Failure to comply with 52.222-35—Affirmative Action for Special Disabled and Vietnam Era Veterans
22.1407		Failure to comply with 52.222-36—Affirmative Action for Handicapped Workers
23.506		Failure to comply with requirements to maintain a drug-free workplace.
46.407		Nonconforming supplies
46.701, 46.702, and 46.706		Warranties.
49.402-3(b) through 3(d); 49.402-3(e)(4); 49.607		Delinquency notices.
52.212-4		Liquidated damages.
52.222-4		Contract work hours and safety standards act—overtime compensation.
52.222-26		Equal Opportunity.
52.222-35		Affirmative action for special disabled and Vietnam era veterans.
52.222-36		Affirmative action for handicapped workers.
52.222-41		Service contract act.
52.246-2 thru 246-8		Inspection and acceptance clauses.
52.246-15		Certificate of conformance.
52.246-17 through 20		Warranty clauses.
52.246-23 through 25		Limitation of liability.
52.249-8 and 249-9		Default clauses.

UNIT 12 REMEDIES

Other KSA's

1. Knowledge of:

- The most likely procedural errors and skill at avoiding them.
- "Implied warranties" and the consideration owed the Government for breach of same.
- The purpose of liquidated damages clauses (as motivation, not as penalty).
- The possibility that the Government may lose some or all of remaining rights if it manifests acceptance of nonconforming acts. (It is now unreasonable to enforce these rights due to contractor reliance upon acceptance.)
- The possibility that continuing acceptance of "partial performance" will constructively modify the duty for substantial performance.
- Tests for invoking remedies.
- Examples of actual implied warranties and language that courts have ruled to be "puffing of the wares"

2. Commercial Law

Other Policies and References (Annotate As Necessary):

UNIT 12 REMEDIES

flowchart goes here

UNIT 12 REMEDIES

Tasks

Related Standards

<p>1. Notify the Contracting Officer when a contractor has failed to perform:</p> <ul style="list-style-type: none"> • Anticipated or actual late delivery. • Failure to control costs. • Unsatisfactory performance. • minor nonconforming supplies/services 	<p>Accept only "minor" nonconformances that does not adversely affect the safety, health, reliability, durability, performance, interchangeability of parts or assemblies, weight, or appearance (where a consideration), or any other basic objective of the specification. If the contractor has shipped an excess quantity, resolve as provided in FAR clause 12.212-10.¹ Accept other minor nonconformances without consideration as provided in FAR 46.407(e) and (f). <i>Record minor nonconformances only when directed by agency policy.</i></p>
<p>2. Provide technical assistance to the CO as requested:</p> <ul style="list-style-type: none"> • calculate liquidated damages • attend meetings with contractor • <i>evaluate contractor's response</i> • establish if Government has fulfilled its obligations for inspection and acceptance • determine warranty provisions <ul style="list-style-type: none"> -expressed in contract -implied 	<p>2. Correctly identify performance problems covered by a clause that provides for liquidated damages (e.g., 52.212-4 and 52.222-4). Document the basis for reducing the amount of liquidated damages and, given the basis, accurately calculate the amount of the reduction.</p> <p>Identify what tests could have revealed the defect at the time of acceptance and whether such tests have been reasonable under the circumstances.</p> <p>Correctly determine whether or not there has already been acceptance (express or implied) and whether the Government still has the right to reject.</p> <p>Accurately determine the contractor's and other responsibilities under the terms and conditions of the warranty or intended by the contractor during negotiations or in contract proposal.</p> <ul style="list-style-type: none"> • Government's obligations under the warranty (have they been met?). • Factual basis for applying the warranty (do the facts support the Government's case for invoking the warranty?).

¹FAR 84-51

UNIT 12 REMEDIES

Tasks

Related Standards

<p>3. Recommend one or more contractual remedies. (See Appendix 1)</p> <ul style="list-style-type: none">• Cure and show cause notices.• Liquidated damages.• Rejection of nonconforming supplies or services.• Express warranty or guarantee (if any).• Implied warranty.• Remedies for fraud, gross mistake, or latent defects.• Reduction or suspension of progress payments per• Any other remedies provided in the specific clause that was breached.• None (e.g., acceptance of minor nonconformance under FAR 46.407(f)).	<p>3. Remedy(ies) best match the problem. Only suggest a cure or show cause notice when there is a reasonable case for default termination. Provide adequate and timely documentation to support remedy recommended.</p> <p><i>Show or Cure notices are not required before terminating acquisition for commercial items.</i></p>
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UNIT 12 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

PROBLEM	OPTIONS	COMMENT
LATE DELIVERY Note: When the contracting officer has determined that the deliverable has been or will be delivered late and that the delay is non-excusable.	1. Reschedule the delivery date in exchange for consideration.	Appropriate when (1) no liquidated damages clause was included in the original contract, (2) there is a reasonably probability of delivery by the new date, and (3) the requiring activity can live with the new date.
	2. Reduce or suspend progress payments under FAR 52.232-16(c)(2). ¹	Appropriate when (1) progress payments are being made and (2) performance of the contract is endangered by the contractor's failure to make progress.
	2. Accept late delivery and impose liquidated damages.	Appropriate when (1) the contract provides for liquidated damages and (2) there is a reasonably probability of delivery by a date that the requiring activity can tolerate.
	3. Send a cure notice (10 days or more prior to the contract's delivery date) or a show cause notice (immediately upon expiration of the delivery period).	When there is little probability of delivery by a date that the requiring activity can tolerate and/or the contractor has not offered adequate consideration.
THE DELIVERABLE HAS NOT BEEN ACCEPTED AND DOES NOT CONFORM TO THE CONTRACT'S REQUIREMENTS Note: When the contracting officer has determined that the deliverable has not been implicitly or explicitly accepted and does not conform to the contract's requirement.	1. Accept the deliverable without consideration.	When the nonconformance is minor and obtaining consideration is not in the Government's interests (per FAR 46.407(f)).
	2. Accept the deliverable in exchange for consideration.	When the requiring activity can tolerate non-conformance (per FAR 46.407(c)).
	3. Accept the deliverable and invoke a warranty to have the deliverable brought up to specification after acceptance.	When there is an express or implied warranty and immediate acceptance will benefit the requiring activity.
	4. Reject the deliverable and obtain correction or replacement at no cost to the Government. Tell the payment office to withhold payment until an acceptable deliverable has been furnished.	When there is a reasonable expectation that a satisfactory replacement will be provided by the delivery date in the contract, or, for consideration, within a reasonable time thereafter (see option 1 under LATE DELIVERY).

¹For advance payments, see FAR 52.232-12(k).

UNIT 12 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

	5. Reject the deliverable and send a cure or show cause notice.	When there is little expectation of receiving an acceptable product within a reasonable time.
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UNIT 12 REMEDIES—APPENDIX I

DECISION TABLE FOR SELECTING A CONTRACT REMEDY

PROBLEM	OPTIONS	COMMENT
<p>THE DELIVERABLE HAS BEEN ACCEPTED BUT DOES NOT CONFORM TO THE CONTRACT'S REQUIREMENTS</p> <p>Note: When the contracting officer has determined that the Government has a reasonably strong case based on the terms and conditions of the contract</p>	1. Invoke an express warranty.	If an express warranty applies.
	2. Invoke an implied warranty.	If an implied warranty applies.
	3. Demand that the deliverable be replaced or corrected and/or that the price be adjusted downward.	If there was a latent defect or acceptance was based on fraud or gross mistake.
<p>OTHER BREACHES</p> <p>Note: When the contracting officer has exhausted all efforts at informal resolution of the problem.</p>	1. Invoke whatever remedy (if any) is established in the applicable clause.	<p>Examples:</p> <ul style="list-style-type: none"> • Liquidated damages per FAR 52.219-16 for failing to comply with the subcontracting plan. • Liquidated damages and withholding for unpaid wages under FAR 52.222-4, “Contracting Work Hours and Safety Standards Act—Overtime Compensation.” • Cancellation, suspension, or termination of the contract under FAR 52.222-26, “Equal Opportunity.” • Withholding of payments and termination under FAR 52.222-41, “Service Contract Act of 1965, As Amended.” • Suspension of contract payments, termination for default, and suspension or debasement under FAR 52.223-6, “Drug-Free Workplace”.
	2. Suspend or reduce progress payments under FAR 52.232-16(c). ¹	
	3. Send a cure notice (10 days or more prior to the contract's delivery date).	When the breach is of sufficient magnitude to warrant termination for default.

¹For advance payments, see FAR 52.232-12(k).

UNIT 13 TERMINATION

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Determine Whether to Terminate for Convenience or Default

Duty	Assist the Contracting Officer in determining whether to terminate.
Conditions	Given contracts, evidence of performance problems, show cause or cure notices, and requests for termination from the requiring activity and/or contractor.
Overall Standard(s)	Understand termination situations and procedures. Recommend a Termination for convenience if funds are insufficient, the requirement is no longer needed, or the quantity needed has been reduced. Also terminate for convenience if there has been a radical change in the requirement that is beyond the contractor's expertise. Recommend a termination for default when there is no other alternative for obtaining performance, given the current contractor's problems and deficiencies, and the Government has a sustainable case for default.

Evaluator	Name	_____
	Title	_____
	Date	_____

UNIT 13 TERMINATION

(August 15, 1995)

DOCUMENTATION OF OJT ASSIGNMENT(S)

Description of Assignment:

Evaluation:

Completion Date:

UNIT 13 TERMINATION

(August 15, 1995)

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
8.405-4 through 405-6		Terminating FSS orders.
9.405-1		Continuation of a current contract with a debarred or suspended firm.
19.812		Requirement to terminate 8(a) contracts for convenience when the 8(a) concern transfers ownership or control of the firm (unless SBA waives the requirement).
25.10		Sanctions for violating export controls.
32.109		Financing of contractor costs for termination.
49		General FAR policies on termination.
52.249-1 52.249-2 52.249-4 52.249-5		Termination for convenience.
52.249-6		Termination (Cost-Reimbursement).
52.249-8 52.249-9		Default
52.249-12		Termination (Personal Services).

Other KSA's

1. Commercial law, accounting, and quantitative analysis.

Other Policies and References (Annotate As Necessary):

Termination

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UNIT 13 TERMINATION

Tasks

Related Standards

<p>1. Identify the event(s) triggering a need to terminate.</p> <p>For example:</p> <ul style="list-style-type: none"> • Contractor has failed to perform as required by the contract • No longer a need for the requirement. • Funding for the contract is eliminated or curtailed. • Default decision has been overturned. • Impossibility of performance (specifications, acceptance delivery, etc.). • Other. 	<p>1. <i>Document agency past performance file.</i></p>
<p>2. Suggest available alternatives along with pros and cons of each alternative.</p> <p>Alternatives:</p> <ul style="list-style-type: none"> • Continue the present contract, through such means as: <ul style="list-style-type: none"> - Permitting performance by the contractor, surety, or guarantor under a revised delivery schedule. - Permitting the contractor to subcontract with an acceptable third party or establish other business arrangements with such party. • A no-cost cancellation. • Termination for Convenience (TFC). • Termination for Default (TFD). 	<p>2. Suggest an alternative that will have the least impact on the Government's requirements (per this contract and future contracts), delivery schedule, and overall cost.</p> <ul style="list-style-type: none"> • Continue the present contract when the requirement can be most cost-effectively accomplished under the present contract (e.g., when the price of the undelivered balance of the contract is less than \$5,000). • Issue a no-cost cancellation when: <ul style="list-style-type: none"> - The supply or service can readily be obtained elsewhere, - A no-cost settlement is acceptable to the contractor, - Government property had not been furnished to the contractor, and - There are no outstanding payments, debts due the Government, or other contractor obligations. • Terminate for convenience when the requirement is no longer necessary or, if it could be more cost-effectively met by reprocurring, there is no sustainable case for default given the tests in Appendix I. • Terminate for default when the Government's case for default meets the tests in Appendix I

UNIT 13 TERMINATION

Tasks

Related Standards

<p>3. Assist the Contracting Officer in preparing for the initial conference and settlement document with the prime contractor (and, where appropriate and after consultation with the prime contractor, major subcontractors).</p>	<p>3. Knowledge of:</p> <ul style="list-style-type: none">•Reasons for terminating.•General principles related to the settlement of any settlement proposal, including the contractor's obligations under the termination clause.•Extent of the termination, point at which work is stopped, and the status of any plans, drawings, and data that would have been delivered had the contract been completed.•Status of any continuing work.•Obligation of the contractor to terminate subcontracts and general principles to be followed in settling subcontractor settlement proposals.•Names of subcontractors involved and the dates termination notices were issued to them.•Contractor personnel handling review and settlement of subcontractor settlement proposals and the methods being used.•Arrangements for the transfer of title and delivery to the Government of any material required by the Government.•Names of subcontractors involved and the dates termination notices were issued to them.•Contractor personnel handling review and settlement of subcontractor settlement proposals and the methods being used.•Arrangements for the transfer of title and delivery to the Government of any material required by the Government.
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UNIT 13 TERMINATION

Tasks

Related Standards

Appendix 1

Default Tests

I. Terms and conditions of the contract and applicable laws and regulations at issue:

- What was breached?
- Do the facts support a finding that the contractor has breached the contract?
- Does the breach, on its face, merit the severe remedy of default?
- Has the Government met procedural requirements for proceeding with a default termination notice (e.g., issued any required notices)?
- Has the decision to default been made on the merits (i.e., free of outside influence)?
- Has the requiring activity proposed any change in the material requirement for the reprocurement (which would thereby undermine the Government's case for a default termination)?

II. Mitigating circumstances:

- Does the contractor have a good case that he/she is not at fault, based on such grounds as—
 - Impossibility of performance.
 - Excusable delay.
 - Breach by the Government.
- Does the contractor have a good case for contending that a default would be arbitrary, capricious, or retaliatory?

III. Impact on the requirement if the contractor is terminated for default:

- Have alternatives to Termination for Default been considered (FAR 49.402-4)?
- Is there any reasonable probability of meeting the requirement by continuing to work with the present contractor? If so, what would be the additional time and cost of continuing to work with present contractor?
- Is the deliverable available from other sources and, if yes, what would be the reprocurement lead time?
- What is the urgency of the need for the deliverable?
- What is the potential for recovering the Government's current investment in the contractor (e.g., any Government guaranteed loan(s), unliquidated progress payments or advance payments) and reprocurement costs? (Can the contractor afford to repay or would he/she go bankrupt?)

IV. Impact on other requirements:

- Is the contractor essential to other critical work of the Government?
- Will the contractor be able to meet other critical Government requirements if terminated for default on the instant contract(s)?

UNIT 13 TERMINATION

Tasks

Related Standards

UNIT 14 PAYMENT

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Determine whether to: <ul style="list-style-type: none">• Forward the invoice to the payment office for payment in full.• Forward the invoice to the payment office for partial payment, after written notice to the contractor.• Return the invoice to the contractor for correction.
Conditions	Given a contract and an invoice for payment.
Overall Standard(s)	Authorize payment of no money in excess of or less than the amount to which the contractor is entitled under the terms and conditions of the contract. Payment conforms to agency policies and the Prompt Payment Act.
Evaluator	Name _____ Title _____ Date _____

UNIT 14 PAYMENT

DOCUMENTATION OF OJT ASSIGNMENT(S)	
Description of Assignment:	
Evaluation:	
Completion Date:	

As needed, insert additional pages to record OJT assignments.

UNIT 14 PAYMENT

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
8.709		Payment against invoices from workshops for the Blind and Other Severely Handicapped and from the Federal Prison Industries, Inc.
22.1022		Withholdings from contract payments under the Service Contract Act.
23.506		Suspension of payments under the drug-free work place clause.
32.804		Protection for assignees from reductions or withholdings.
32.9		Prompt payment.
42.1403		Shipping documents covering F.O.B. origin shipments (e.g., bills of lading).
47.103		Transportation Documentation and Audit Regulation (e.g., Government Bills of Lading).
47.104-5		Citation of Government rate tenders.
49.112		Payment when terminating.
52.216-16 and 216-17		Payment under fixed price incentive contracts.
52.222-4 and 222-41		Withholdings for unpaid wages under the Contract Work Hours and Safety Standards Act.
52.222-41		Withholdings of payments under the Service Contract Act.
52.223-6		Suspension of payments for failing to comply with requirements for a drug free work place.
52.225-10		Reduction of price when supplies enter duty-free.
52.232-1 thru 232-3.		Payment clauses.
52.232-7 thru 232-9		Payments under Time-And-Materials and Labor-Hour contracts.
52.232-8		Discounts for prompt payment.
52.232-9		Limitation on withholding of payment.
52.232-11		Extras
52.232-25		Prompt payment.
52.232-28		Electronic Funds Transfer Payment Methods.
52.242-10 and 242-11		Government bills of lading.
52.247-1		Commercial bills of lading.

Other KSA's

1. Commercial Law and Quantitative Analysis.

Other Policies and References (Annotate As Necessary):

Payment Against Invoices

UNIT 14 PAYMENT

Tasks

Related Standards

1. Inspect invoice for completeness and notify contractor of any defects.	1. Check invoices to ensure that the billing office has annotated the actual date of receipt. Identify any missing elements per FAR 32.905(e). Timely notify the contractor of defects in the invoice. Refer disagreements to the contracting officer. <i>Document the agency past performance file</i>
2. Identify terms and conditions of the contract which bear on the amount to be paid.	2. Correctly identify all applicable terms and conditions (e.g., price, type of contract, payment, period for constructive acceptance, discounts, liquidated damages, Service Contract Act).
3. Obtain documents and determinations that bear on the amount to be paid. Examples: <ul style="list-style-type: none"> • Inspection or receiving report forms or commercial shipping documents and packing lists. • Documentation on the application of remedies, such as liquidated damages or rejection of work. • Adjustments to liquidation rates or reductions in progress payments . • Interim or final adjustments to the contract price • Contract modifications • Termination settlements 	
4. Identify deductions (see Appendix I) or other necessary corrections to the invoice.	4. When authorized by the Contracting Officer, accurately recognize items to deduct or withhold and the amount of each deduction or withholding. Knowledge of deductions by contract type

UNIT 14 PAYMENT

Tasks

Related Standards

<p>5. Determine whether an assignee is protected from the deduction or withholding.</p> <ul style="list-style-type: none"> From recovery of payments made by the Government to the assignee under any contract on account of any liability of the contractor to the Government. By a no set-off commitment in the contract which entitles the assignee to receive contract payments free of reduction or set-off for: <ul style="list-style-type: none"> - Any liability of the contractor to the Government arising independently of the contract. - Renegotiation under any statute or contract clause. - Fines. - Penalties (excluding those that may be collected or withheld from the contractor under the terms of the contract or for failure to comply with the contract's terms). - Taxes or social security contributions. - Withholding or nonwithholding of taxes or social security contributions. 	<p>5. The determination should conform to FAR 32.804. Notwithstanding the no set-off commitment, set-off when:</p> <ul style="list-style-type: none"> The assignee has neither made a loan under the contract nor has made any commitment to do so. The amount due on the contract exceeds the amount of any loans made or expected to be made under a firm commitment for financing.
<p>6. Do mathematical computations to determine the total amount due the contractor.</p>	<p>6. Calculate the accurate amount owed.</p>
<p>7. Reach and, where necessary, document the decision on the amount to pay against an invoice.</p> <p>Alternatives:</p> <ul style="list-style-type: none"> Pay in full. Pay after certain deductions and withholdings, after written notice to the contractor. Reject the invoice and return it to the contractor for correction and resubmission, specifying the reason. 	<p>7. Notify the contractor of defects in the invoice (in terms of disagreements with the amount invoiced) within timeframe specified in FAR.</p>
<p>8. Submit the correct invoice to Finance Office</p>	<p>8. Submission made in timely manner (within the meaning of the Prompt Payment Act) and within the time standards agreed upon between the Contracting Officer and the Certifying Finance Officer.</p>

UNIT 14 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Administering Fixed Price Contracts	Invoiced items that have not been received or accepted.	52.232-1 and 52.232-2
	Invoiced prices that exceed the contract price for the supplies or services.	
	Invoiced partial payments when the amount due on the deliverables is less than \$1,000 or 50% of the purchase price.	
	Invoiced amounts for “extras.”	52.232-11
	Discounts for early payment.	52.232-25
	State and local taxes, by furnishing the contractor with an evidence of any exemption from such taxes.	52.229-1
	After-relieved Federal or foreign taxes. ¹	52.229-3 through 52.229-7
	The amount of any Federal excise tax or duty (except social security or other employment taxes) that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence or failure to follow the Contracting Officer's instructions.	
Billed for transportation costs	Improperly supported reimbursement for transportation charges.	52.242-10 and 52.247-1
Modifying the Contract	Unilateral or bilateral downward adjustments to the contract price (including adjustments that result from the resolution of performance problems.	Part 43, 52.243-1 to 52.243-7, and 52.248-1.
Implementing Special Contract Remedies	Liquidated damages— <ul style="list-style-type: none"> Per the clause at 52.212-4 (Liquidated Damages—Supplies, Services, or Research and Development) Per the clause at 52.219-16 Liquidated Damages—Small Business Subcontracting Plan. Per the clause at 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation. 	52.212-4, 52.219-16, and 52.222-4
	Unpaid wages— <ul style="list-style-type: none"> Per the clause at 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation. Per the clause at 52.222-41 Service Contract of 1965, As Amended. 	52.222-4 and 52.222-41

¹“After-relieved” means a tax that the contractor is no longer required to pay or bear or for which the contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. Also note that the contract price might be adjusted upwards based on “after-imposed” taxes. Consult the agency-designated counsel to determine the applicability of a tax.

UNIT 14 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Collecting Contractor Debts	Setoffs for the collection of contractor debts.	32.611 and 32.612
Progress Payments Are Being Made	From invoiced prices, amounts necessary to liquidate prior progress payments (as calculated per the terms of the Progress Payments clause).	52.232-16
	Unallowable costs invoiced on the SF 1443 (Contractor's Request for Progress Payments).	
	For customary progress payments, 20% of the cumulative total allowable costs (15% for small businesses) reported on the SF 1443 (Contractor's Request for Progress Payments), less the sum of all previous progress payments.	
	Costs invoiced on the SF 1443 (Contractor's Request for Progress Payments), when a decision has been made to suspend or reduce progress payments.	
Administering A Cost Reimbursement Contract	Retainages, such as: <ul style="list-style-type: none"> 15% of fee per FAR 52.216-8 and 216-10 for cost plus fixed fee or incentive fee contracts. 1% of total estimated cost as shown in the Schedule or \$100,000 under FAR 52.216-11 in cost-no fee contracts . 	52.216-7, 52.216-8 216-10, and 216-11
	Payment on the basis of a lesser fee under cost plus incentive fee contracts, when the contractor is not likely to achieve the target.	
	Unallowable costs .	
	Overbilled indirect costs, given billing rates or final indirect cost rates for the period.	
	Costs in excess of the limitation of costs in cost reimbursable contracts	
	Any tax or duty of a foreign Government from which the US. Government is exempt by agreement with the foreign Government .	52.229-8 or 52.229-9
	In cost sharing R&D contracts, recoupment of Government-funded nonrecurring costs from contractors that sell, lease, or license the resulting products or technology to buyers other than the Federal Government.	35.003(c)

UNIT 14 PAYMENT — APPENDIX I

TABLE OF DEDUCTIONS FROM INVOICED AMOUNTS

WHEN:	DEDUCT:	PER FAR:
Administering A Fixed Price Incentive Contract	The amount that invoiced prices exceed current billing prices (e.g., when billing prices are reduced).	52.216-16 and 52.216-17
	The amount that billing prices exceeded the final prices for deliverables under fixed price incentive contracts.	
Administering A Time-And-Materials or Labor-Hour Contract	Any amount in excess of the ceiling price	52.232-7
	A retainage of 5% of the amount due until execution and delivery of the contractor's release.	
	Overpayments or improper amounts for materials or subcontracts.	
Administering a Letter Contract	Invoiced amounts in excess of the limitation of reimbursement and reimbursement rates.	52.216-26
Royalties are being paid ¹	Royalties in excess of the amount that is owed by the Government.	52.227-9
Terminating a contract	Invoiced amounts that are greater than the amount authorized for partial payment or final payment of termination settlements.	49.112, 49.402-6, and 49.402-7(b).
	Partial payments that exceeded the amount of the final termination settlement.	
	Reprocurement costs and costs for any other damages.	

¹Do not pay the invoiced amount for a royalty when:

- The Government has a royalty-free license which covers that royalty.
- Billed at a rate in excess of the rate for which the Government is licensed.
- The royalties in whole or in part otherwise constitute an improper charge.

UNIT 15 CLOSEOUT

(August 15, 1995)

UNIT CERTIFICATION

Statement of Completion

_____ has satisfactorily completed training in the duty or duties of this Unit under the conditions described below and in accordance with the overall standard(s) for this Unit.

Duty	Perform contract closeout.
Conditions	Given a contract at the point of closeout.
Overall Standard(s)	The contract must be physically complete, and all outstanding contract administration issues must have been resolved. <i>Prepare the final evaluation of the contractor's performance for the Past Performance file.</i> Correctly dispose of records. Complete closeout within the time frames of FAR 4.804-1.

Evaluator

Name

Title

Date

UNIT 15 CLOSEOUT

DOCUMENTATION OF OJT ASSIGNMENT(S)
Description of Assignment:
Evaluation:
Completion Date:

UNIT 15 CLOSEOUT

Policies

<i>FAR</i>	<i>Agency Suppl.</i>	<i>Subject</i>
4.804		Closeout of contract files.
4.805		Disposal of contract files.
52.237-3		Continuity of services.

Other KSA's

1. Knowledge of procedures for the disposition of property, classified information, proprietary data, patents, and royalties.
2. Knowledge of the agency's policies on records and disposition schedule.

Other Policies and References (Annotate As Necessary):

UNIT 15 CLOSEOUT

FLOWCHART GOES HERE

UNIT 15 CLOSEOUT

Tasks

Related Standards

<p>1. Verify that the contract is physically complete.</p> <p>Based on:</p> <ul style="list-style-type: none"> • A notice of complete contract termination has been issued to the contractor, or • All required supplies have been delivered, inspected, and accepted; all required services have been performed and accepted; and all option provisions, if any, have expired 	
<p>2. Provide COR file to Contracting Officer at closeout, <i>including Contractor Performance Report.</i></p>	<p>2. Contents of COR file are summarized and include all forms, reports and final invoice. Documentation is sufficient to support the CO closeout.</p> <p><i>Past performance data has been transmitted to the agency Past Performance file. At a minimum, six areas have been addressed:</i></p> <ul style="list-style-type: none"> • <i>Quality</i> • <i>Timeliness</i> • <i>Cost Control</i> • <i>Business Relations</i> • <i>Customer Satisfaction</i> • <i>Key Personnel</i> <p><i>Comments should be concise and provide answers to a future source selection team. Telephone and written surveys should provide an opportunity for other organizations, such as end users, to provide input.</i></p> <p><i>Contractor rebuttals should be included in the file.</i></p>
<p>3. Verify that the return or other disposition of Government Property has been accomplished (including classified material). (See unit 6)</p>	